



In re Application of :  
Pitell et al. :  
Application No. 09/663,171 :  
Patent No. 6,352,121 :  
Filed: September 15, 2000 :  
Issue Date: March 5, 2002 :  
~~Attorney Docket No. 99-1870~~ :  
Title: VEHICLE FIRE :  
EXTINGUISHER SYSTEM :

DECLARATION BY MARK P. PITELL  
Petition for Reconsideration under 37 C.F.R. § 1.378(e)

Commissioner for Patents  
United States Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450

I am Mark P. Pitell, the applicant and patentee of and named in the above-identified patent No. 6,352,121.

This is a petition to reconsider the decision mailed 14 March 2011 on the petition filed on 24 January 2011, pursuant to 37 C.F.R. § 1.378(b), to reinstate the above-identified patent in force. The decision dismissed the petition to reinstate the above-identified patent for the reason that the third requirement of Rule 1.378(b) has not been satisfied for two reasons, as presented and responded to under (1) and (2) below:

(1) "First, the record does not contain an enumeration of the steps taken to ensure timely payment of the maintenance fee," and

(2) "Second, the record does not contain a description of the steps taken to file the petition promptly."

RESPONSE TO REASON (1) THAT THE RECORD DOES NOT CONTAIN AN ENUMERATION OF THE STEPS TAKEN TO ENSURE TIMELY PAYMENT OF THE MAINTENANCE FEE:

Reason (1) stated that the meaning of the following sentence, as presented in the petition filed 24 January 2011, was said in the decision mailed 14 March 2011 to be unclear.

"I contacted the U.S. Patent and Trademark Office and found out that my patent was in delinquent status due to my Maintenance Fees at all, which due to Invention

Submission Corporation's patent attorney neglected to inform me of that fact when I paid the patent fees and the maintenance fees in advance."

Several questions were raised in the decision mailed 14 March 2011, specifically:

"What amount did he pay, when was this payment made, and to whom was this money tendered? Did Petitioner tender money to the Invention Submission Corporation, with the understanding that the Invention Submission Corporation would submit this money to the United States Patent Office in order to pay the maintenance fees? If so, which maintenance fees were the Invention Submission Corporation supposed to transmit to the Office, and when?"

### EXHIBITS

To answer these questions, the following exhibits and brief explanations are herewith presented and attached hereto. Explanations of these exhibits, where or as thought to be helpful in understanding them, are incorporated in the following. In addition, in all exhibits where appearing, all initialing "MP" and "LP" and all signatures were made by me and Linda L. Pitell, the other applicant and patentee of the above-identified patent No. 6,352,121.

**Exhibit A:** Business card of Bonnie Kulka, Regional Director, ICS/Invention Submission Corporation, 3890 11<sup>th</sup> St., Riverside, CA 92501. This is the person with whom I and Linda Pitell first met in 1999 with respect to our dealings with ICS and its affiliated companies, including Western Invention Submission Corp. (WISC), Universal Finance Co. Inc. (UFC) and Technosystems Service Corp. (TSC). While this business card states her position as "Regional Director, ICS/Invention Submission Corporation," Exhibits B, C, D, F, G, H and I, respectively, identify her also as "Sales Representative" of Invention Submission Corporation (ISC), "Owner, Officer or Firm Member" of Universal Finance Co. Inc. (UFC), "WISC Representative or Agent" of Western Invention Submission Corp. (WISC), "Agent" of Western Invention Submission Corp. (WISC) and Intromark Incorporated, "Sales Representative" of Invention Submission Corporation (ISC), "Owner, Officer or Firm Member" of Western Invention Submission Corp. (WISC), and "Owner, Officer or Firm Member" of Universal Finance Co. Inc. (UFC).

**Exhibit A<sup>1</sup>:** Brochure of Invention Submission Corporation (ISC) entitled "SERVICES & FEES." This is believed to have been given to me by Bonnie Kulka (Exhibit A) at our first 1999 meeting.

**Exhibit A<sup>2</sup>:** Brochure of Invention Submission Corporation (ISC) entitled "How We Work." This is believed to have been given to me by Bonnie Kulka (Exhibit A) at our first 1999 meeting.

**Exhibit A<sup>3</sup>:** Brochure of Invention Submission Corporation (ISC) entitled "Patent Services." This is believed to have been given to me by Bonnie Kulka (Exhibit A) at our first 1999 meeting.

**Exhibit B:** "Partial Payment Receipt" of \$745 by Invention Submission Corporation (ISC), dated 7-20-99, showing a payment of \$745 for File No. RDE 374-188, "Authorized By" and signed by Bonnie Kulka, Sales Representative.

**Exhibit C:** "Retail Installment Contract and Security Agreement" by Universal Finance Co. Inc. (UFC), dated 7-20-99, showing a total sale price of \$764.38 for Account Number RDE 374, signed by Bonnie Kulka, as "Owner, Officer or Firm Member" of "Seller WISC" and Mark Pitell and Linda Pitell as "Buyer."

**Exhibit D:** Basic Information Package Agreement #RDE 374" by Western Invention Submission Corp. (WISC), dated 7-20-99, showing a total sale price of \$745- for Account Number RDE 374, signed by Bonnie Kulka, as "WISC Representative or Agent" and Mark Pitell and Linda Pitell as "Client/Inventor-Owner."

**Exhibit E:** My Check No. 1003 dated 8-2-99 in the amount of \$764.38 payable to the order of Invention Submission Corp., and an "Overpayment-WISC RDE 374-188U" in the amount of \$19.38 issued by Technosystems Service Corp.

**Exhibit F:** "AGREEMENT" dated October 7, 1999 between ISC Invention Submission Corporation (including Western Invention Submission Corporation and Intromark Incorporated) and Mark Pitell and Linda Pitell as respectively signed by Bonnie Kulka and signed and initialed by Mark Pitell and Linda Pitell. This agreement shows a sum of \$9250 to be considered as payment for several listed services.

**Exhibit G:** "Partial Payment Receipt" of Invention Submission Corporation, dated 10-7-99, showing a total cost of services of \$9,250, a payment of \$1,000.00 and a balance due of \$8250, for Account Number RDE 374.

**Exhibit H:** A first "Welcome" letter of Universal Finance Company, Inc. (UFC) stating its purchase of the Retail Installment Contract from Invention Submission Corporation. Attached to this "Welcome" letter is an executed copy of a Retail Installment Contract and Security Agreement, dated 10-7-99, Account Number RDE 374-188W of "WISC" (Western Invention Submission Corporation), signed respectively by Bonnie Kulka, as "Officer or Firm

Member" of Seller WISC and Mark Pitell and Linda Pitell as "Buyer." The total sales price appears as \$11,150.56 with a 36 month payment schedule of \$281.96 per month.

**Exhibit I:** A second "Welcome" letter of Universal Finance Company, Inc. (UFC) stating its purchase of the Retail Installment Contract from Invention Submission Corporation. Attached to this "Welcome" letter is an executed copy of a Retail Installment Contract and Security Agreement, dated 10-28-99, Account Number RDE 374-213W of "WISC" (Western Invention Submission Corporation), signed respectively by Bonnie Kulka, as "Officer or Firm Member" of Seller WISC and Mark Pitell and Linda Pitell as "Buyer." Note that the number "188" in the Account Number has been changed to "213" namely "213 488." The total sales price appears as \$10,259.76 with a 36 month payment schedule of \$201.66 per month.

**Exhibit J:** UFC Universal Finance Company, Inc., statements and letter for Account #374188W from 11-07-99 through 01-07-00. These are the only statements found for the years 1999-2000; it is not known if other statements exist for this Account #374188W.

**Exhibit K:** UFC Universal Finance Company, Inc., letter and statements for Account #374213W from 10-07-99 through 08-07-01. These are the only statements found for the years 1999-2001. From the last statement dated 08-07-01, it would appear that there are other statements; however, it is not known if, indeed, such other statements exist for this Account #374213W.

**Exhibit L:** Letter dated March 2, 2000 from the patent law firm of Kaardal & Associates, PC, regarding a "Proposed U.S. Utility Patent Application Administration Information and Drawings" for Client File No. RDE213. The enclosures note "Exhibit A - Administrative Information / Exhibit B - Patent Drawings / Return Envelope." The "Acknowledgement [sic] slip" as noted in the letter and the "Return Envelope" have not been found in my files; the signed and dated "Acknowledgement [sic] slip" and return envelope are assumed to have been returned to the patent law firm.

**Exhibit M:** Copy of Declaration and Power of Attorney, as contained in the files of the Patent and Trademark Office, in which the appointment of power of attorney was to "Ivar M. Kaardal, Registration Number 29,812" and whose correspondence address was given as:

Kaardal & Associates, PC  
Attn: Ivar M. Kaardal  
3500 South First Avenue Circle - Suite 250  
Sioux Falls SD 57105-5807



**Exhibit N:** Letter dated October 12, 2001 from the patent law firm of Kaardal & Associates, PC, regarding "NOTICE OF ALLOWANCE-UTILITY PATENT APPLICATION" of Docket Number RDE213 and enclosures "INSTRUCTIONS FOR ISSUE FEE," "NOTICE OF ALLOWANCE AND ISSUE FEE DUE" and Office communication with attached "Notice of Allowability." The handwritten notes on the "INSTRUCTIONS FOR ISSUE FEE" will be discussed below.

**Exhibit O:** Letter dated January 2, 2002 from the patent law firm of Kaardal & Associates, PC, regarding "Issue Fee Transmittal" of Docket Number RDE213 and enclosure "PART B-ISSUE FEE TRANSMITTAL." One handwritten note on the "PART B-ISSUE FEE TRANSMITTAL" will be discussed below.

**Exhibit P:** Copy of "PART B-ISSUE FEE TRANSMITTAL" as contained in the files of the Patent and Trademark Office. This document will be discussed below as to contrasting it with the "PART B-ISSUE FEE TRANSMITTAL" document accompanying Exhibit N.

**Exhibit Q:** Letter dated March 19, 2002 from the patent law firm of Kaardal & Associates, PC, regarding "ORIGINAL U.S. UTILITY PATENT GRANT" of Docket Number RDE213.

**Exhibit Q<sup>1</sup>:** Copy of "INSTRUCTIONS REGARDING PAYMENT OF MAINTENANCE FEES." In my files, these instructions were found separate from all other documents; however, they may be those referred to in Exhibit Q, the letter dated March 19, 2002 from the patent law firm of Kaardal & Associates, PC, regarding "ORIGINAL U.S. UTILITY PATENT GRANT" of Docket Number RDE213.

**Exhibit R:** Copy of "Notice of Exclusion on Consent - OG Date: 20 April 2004" of "Ivar M. Kaardal, of Sioux Falls, SD," the principal of the patent law firm of Kaardal & Associates, PC. This Notice was not discovered until March 20, 2011, as noted on the bottom of this Exhibit R.

**Exhibit S:** Copy of "NOTICE OF PATENT EXPIRATION" of Patent No. 6,352,121 (the patent whose issue of non-payment of maintenance fees), which notice was mailed on April 5, 2006 to the following address:

Kaardal & Associates, PC  
Attn Ivar M Kaardal  
3500 South First Avenue Circle Suite 250  
Sioux Falls SD 57105-5807

Although mailed on April 5, 2006, this Notice was discovered in March or April, 2011 and then brought to my attention.

Exhibit T: A copy of the envelope enclosing the above referred-to Decision on Petition, mailed March 14, 2011, from the Office of Petitions. The envelope shows that this communication was undeliverable to the following address:

"Kaardal & Associates, PC  
Attn Ivar M Kaardal  
3500 South First Avenue Circle Suite 250  
Sioux Falls SD 57105-5807"

as bearing the following information:

"RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD"

The envelope also bears the Patent and Trademark Office stamp that the returned and undeliverable communication, which was not able to be forwarded, was received back on March 24, 2011 by the USPTO Mail Center.

#### RESPONSE AND DISCUSSION

At the time of my initial contact with the Invention Submission Corporation (ISC) in 1999, Linda L. Pitell (the other named applicant and patentee of the above-identified patent No. 6,352,121) and I walked into the ISC office in Riverside, California to meet with ISC's patent attorney with intention to speak with the patent attorney, but were seen by his female representative (a secretary or a legal assistant). I believe that the name of this representative is Bonnie Kulka (see Exhibit A).

Among other information, the attorney's representative then provided us with several brochures or pamphlets, at least including those entitled "Services & Fees" (Exhibit A<sup>1</sup>), "How We Work" (Exhibit A<sup>2</sup>) and "Patent Services" (Exhibit A<sup>3</sup>), and explained the price breakdown and what fees were going to be spent on.

The representative also explained that one part of the fees would go to ISC's patent search book costing approximately \$1000 to ensure that no other patents were the same as the "Snuffer" which is how I identified my invention. ISC's patent search book comprised a bound multi-paged book entitled "Basic Information Package" or "BIP" (for example as identified as such in Exhibit A<sup>1</sup>) as containing 48 pages of "General Considerations,"

"Production Considerations," "Market Considerations," "Promotional Considerations," a "Summary" and "Bibliography" followed by a "Preliminary Patentability Search Report" prepared by Kaardal & Associates, PC, which is the firm that eventually prepared, filed and prosecuted the patent application which eventuated into patent No. 6,352,121 (see, for example, Exhibit L and Exhibit M).

Further costs would include \$3000 for my patent's registration at USPTO and attorney's fees. I was also told that the remainder of the money would be paid for participation in several upcoming consumer auto shows so that my patent would be shown to automakers, safety engineering specialists and the public in general.

I asked the attorney's representative whether or not I could pay the 3½ years and the 7½ years maintenance fees along with patent's registration, patent search and attorney fees at the same time, which I was told that I could. So I paid all fees for the patent and the maintenance fees in advance. I never received the any documents other than the receipt for the patent search and registration.

To the extent that there is paperwork proving my obligations for payment of the several matters referred to above and payment of these obligations, reference is made to the several exhibits comprising Exhibit C, Exhibit D, Exhibit E, Exhibit G, Exhibit H, Exhibit I, Exhibit J, and Exhibit K. The statements and payments in Exhibit J for Account #374188W appear to be related to the "RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT" shown in Exhibit H; the last statement in Exhibit J shows a "new balance" of \$0.00. The statements and payments in Exhibit K for Account #374213W appear to be related to the "RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT" shown in Exhibit I; the last statement in Exhibit K shows a "new balance" of \$3029.90. While this balance has been paid off, I have not found supporting documents for this.

In 2000, after I received my patent application filing number and the patent search documentation, we moved from my address in Lake Elsinore, CA to Joshua Tree, CA and I have resided there for 12 years now. I was never informed or advised that I would have to contact the USPTO to change my patent filing address. I have received no mailings or further documentation from ISC or from Kaardal & Associates to inform me that my maintenance fees were due because I had been assured by ISC, as stated above, that the maintenance fees were already paid from ISC's patent attorney's documentation that I had in my possession, which clearly stated no maintenance fees were due. Furthermore, I have not ever been contacted by telephone call or received any mailed documentation from ISC to inform me that any maintenance fees had not been paid or were currently due.

With respect to the last date of having been contacted by Kaardal & Associates, to the best of my recollection and paperwork in my possession, the last communication from Ivar M. Kaardal of Kaardal & Associates is in his letter dated March 19, 2002 (Exhibit Q) with which the original copy of my United States Utility Patent Number 6,352,121 was enclosed.

Furthermore, as evidenced in the Declaration and Power of Attorney (Exhibit M), the sole power of attorney was vested in "Ivar M. Kaardal, Registration Number 29,812" and whose correspondence address was given as:

"Kaardal & Associates, PC  
Attn: Ivar M. Kaardal  
3500 South First Avenue Circle - Suite 250  
Sioux Falls SD 57105-5807"

I have since learned, not earlier than March 20, 2011, (see Exhibit R) that "Ivar M. Kaardal ... registration number 29,812, has been excluded on consent from practice before the United States Patent and Trademark Office ... beginning March 1, 2004."

I have since further learned, not earlier than March or April, 2011, (see Exhibit S) that a "Notice of Patent Expiration" was mailed on April 5, 2006 to:

"Kaardal & Associates PC  
Attn Ivar M Kaardal  
3500 South First Avenue Circle Suite 250  
Sioux Falls SD 57105-5807."

I never received such "Notice of Patent Expiration" in 2006 or thereafter. As stated above, I discovered this notice not earlier than March or April, 2011. Inasmuch as Ivar M. Kaardal no longer could practice before the United States Patent and Trademark Office on the mailing date of April 5, 2006, it is not known by me whether this notice was even received by any party at the above Sioux Falls address. Accordingly, I was never provided with the opportunity to rectify the expiration of Patent No. 6,352,121 and pay the maintenance fees therefor.

Offered further in evidence, as shown in Exhibit T, any communications to the law firm of Kaardal & Associates PC could not be made, pursuant to the failure of delivery to that firm of the Decision on Petition mailed March 14, 2011.

No communications from Invention Submission Corporation (ISC), Western Invention Submission Corporation (WISC) or any affiliated business were received by me regarding the payment or lack of payment of any maintenance fees.

In the Decision, the following was stated (omitting the citations):

“Moreover, Petitioner will note that a patent holder's reliance upon an attorney does not provide him with an absolute defense, but rather shifts the focus to whether the attorney acted reasonably and prudently. It is well established that a patent holder is bound by any errors that may have been committed by his attorney. Petitioner will need to establish that any alleged failure of the Invention Submission Corporation could not have been avoided with the exercise of due care. Whether an action by an attorney constituted a breach of the fiduciary duty of care is of no moment to the issue of whether the entire delay was unavoidable.”

A response to the above quoted statement has been made regarding the reasons why I was not made aware of the failed payment of maintenance fees, that is, that I did not receive and was not in a position to receive any communications from Ivar M. Kaardal following his exclusion on consent to practice before the United States Patent and Trademark Office.

Further responses are believed proper regarding my belief and assertion that the fees I paid included the payment of maintenance fees vis-à-vis statements made in some of the papers contained in several of the exhibits.

In the Agreement (Exhibit F) there exist statements regarding the payment of maintenance fees, as follows.

a. In the section entitled “PATENT SERVICES ADDENDUM” and paragraph 3 thereof, the following statement appears:

“3. In addition to the fees paid to WISC in connection with the patent submission services, Client will be responsible for all governmental fees, as defined in the attached outline, and any other related fees which may be required by the Patent and Trademark Office.”

b. The last page entitled "U.S. PATENT AND TRADEMARK OFFICE FEES OUTLINE" states:

"The fees listed below [including 'Maintenance fees'] are paid directly by Client to the U.S. Patent and Trademark Office. These fees are not included in the fees which WISC pays to the patent attorney/patent agent in applying for Client's patent. The patent attorney/patent agent will advise Client when these government fees are due and payable."

In partial response to the immediate above paragraph b, as shown previously, because Ivar M. Kaardal no longer practiced before the United States Patent and Trademark Office as of March 1, 2004, I was never advised when these government maintenance fees were due and payable and, further, I was never provided with the opportunity to rectify the expiration of Patent No. 6,352,121 and to pay the maintenance fees therefor.

In the letter from Ivar M. Kaardal (Exhibit Q) and its possible enclosure (Exhibit Q<sup>1</sup>), there appear "INSTRUCTIONS REGARDING PAYMENT OF MAINTENANCE FEES" relating to "the steps you must follow in order to maintain your legal rights for the full patent term" and "MAINTENANCE FEE TRANSMITTAL FORM" relating to this being "the form you will send to the Patent Office when your maintenance fees are due."

Although the Agreement (Exhibit F) dated October 7, 1999 bears my and Linda Pitell's initials and signatures, and in contradistinction to the witnessed statements made therein respecting the payment of maintenance fees, it was and still is my understanding that such fees were included in the fees paid to ISC and WISC. This understanding and state of mind can be found in several of the exhibits.

- a. In Exhibit N in the attachment to the Kaardal & Associates letter dated October 12, 2001 headed by "INSTRUCTIONS FOR ISSUE FEE," there appear within the handwritten notes by me the following "under this number 12-27-2001 all mentains [sic] fees are paid in full 3½ and 7½" and a witnessing by "Cheryl" who I believe was an employee of ISC at the time of her witnessing.
- b. In Exhibit O in the attachment to the Kaardal & Associates letter dated January 2, 2002, "PART B – ISSUE FEE TRANSMITTAL" in my handwriting I wrote "all fee for snuffer [?] were paid in full 3½ and 7½ years," which is to compared with the USPTO-filed "PART B – ISSUE FEE TRANSMITTAL" as shown in Exhibit P.

RESPONSE TO REASON (2) THAT THE RECORD DOES NOT CONTAIN A DESCRIPTION OF THE STEPS  
TAKEN TO FILE THE PETITION PROMPTLY:

In answer to this question, the following exhibits are herewith presented and attached hereto.

EXHIBITS

**Exhibit U:** Copies of notes regarding the monies obtained, in part to cover the costs of filing the petition filed on January 24, 2011, pursuant to 37 C.F.R. § 1.378(b), to reinstate the above-identified patent in force.

**Exhibit V:** Copy of an investment receipt for an investor not listed in Exhibit U regarding the monies obtained, in part to cover the costs of filing the petition filed on January 24, 2011, pursuant to 37 C.F.R. § 1.378(b), to reinstate the above-identified patent in force.

RESPONSE AND DISCUSSION

Reason (2) stated that "Petitioner has indicated that he learned of the expiration of this patent on June 1, 2010 when he contacted the United States Patent and Trademark Office. Why was this petition not filed until more than seven months had passed?"

The fees required in accompanying the petition were beyond my financial capabilities, and I needed the time to find financial support and to overcome the difficulties relating to finding investors. It was not easy to find these investors; I spoke to or otherwise contacted many people, I think at eight or nine people were willing to invest. Some of my successful efforts are shown in Exhibit U and Exhibit V. In addition, I needed to research as to how I needed to proceed and to fill out the petition.

Further deponent saith not.

All statements made herein of my/our own knowledge are true, all statements made herein on information and belief are believed to be true, and further, that these statements were made with the knowledge that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and may jeopardize the validity of the application or any patent issuing thereon.



Mark P. Pitell

Dated: 10 May 2011

# SERVICES & FEES:

## PRELIMINARY STEPS:

- Disclosure To ISC And Record Of Invention Form
- Statement Of Confidentiality And Non-use Form
- Affirmative Disclosure Statement
- ISC: Basic Information Package Brochure To Client
- ISC: How We Work Brochure To Client
- ISC: Patent Services Brochure To Client

## BASIC INFORMATION PACKAGE INCLUDES:

- Product Concept Description (Based on Client's Disclosure)
- Production Considerations
- Cost Estimates
- Standard Industrial Classification Coding
- Benefits, Appeals and Trends
- Potential Target Markets
- Industry Graph (When Available)
- Potential Channels of Distribution
- Preliminary Patentability Search & Opinion

**BIP FEE: \$795**  
\$143 of this fee will  
be paid for a  
preliminary patentability  
search & opinion

## SUBMISSION SERVICE INCLUDES:

- Preparation Of New Product Submission Brochure Includes Graphic Illustration, Copy, Professional Printing
- Standard Industrial Classification (SIC) Codes Assigned To Your Invention
- ISC Data Bank<sup>SM</sup> Attempts To Match With Company Interest Areas & SIC Codes
- Submission Of New Product Submission Brochure To Companies
- Preparation Of Publicity Release
- Submission Of Publicity Release To Companies In ISC's Other Data Base (Companies Not Registered In The ISC DATA BANK<sup>SM</sup>)
- Submission Of Publicity Release To Publications
- Listing In The New Product/ Invention Register
- ISC Attendance At Trade Shows And Expositions For General Company Contact
- Reviewing Any Interest Which May Be Expressed
- Mailing Interim Status Reports
- Request Client Suggestions And Input

**STANDARD SUBMISSION  
PROGRAM FEE: \$7250**

## IF SUBSTANTIAL INTEREST IS EXPRESSED

### INTROMARK PROPOSAL INCLUDES:

- Contact With Company Expressing Initial Interest
- Attempt To License
- Negotiations Subject To Client Approval



## PATENT APPLICATION SERVICES\* INCLUDE:

\* Offered only in conjunction with submission services

Engaging Patent Attorney/  
Patent Agent to Prepare & File  
Utility or Design Patent  
Application

These fees include  
all patent attorney/ patent  
agent and drafting services  
involved in the preparation  
and prosecution of a utility or  
design application until a final  
determination of patentability  
is rendered by the  
patent office.

These fees do not  
include any government costs  
as outlined on page 3 of the  
Patent Services Addendum.

**PATENT SERVICE FEES:**  
**DESIGN PATENT- \$950**  
**UTILITY PATENT- \$1150**

## OTHER ISC SERVICES\*

\*Services are optional

### A. COLOR ART SERVICES

Color SUB Brochure..... **\$850**

OR

3-D Color SUB Brochure..... **\$1650**

### B. INPEX SERVICES

Galleria Color SUB Brochure  
Display at INPEX..... **\$1295**

(only available with color art)

OR

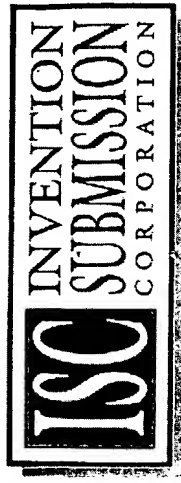
Showcase Tabletop..... **\$1295**  
(must have prototype)

### C. ADVERTISING

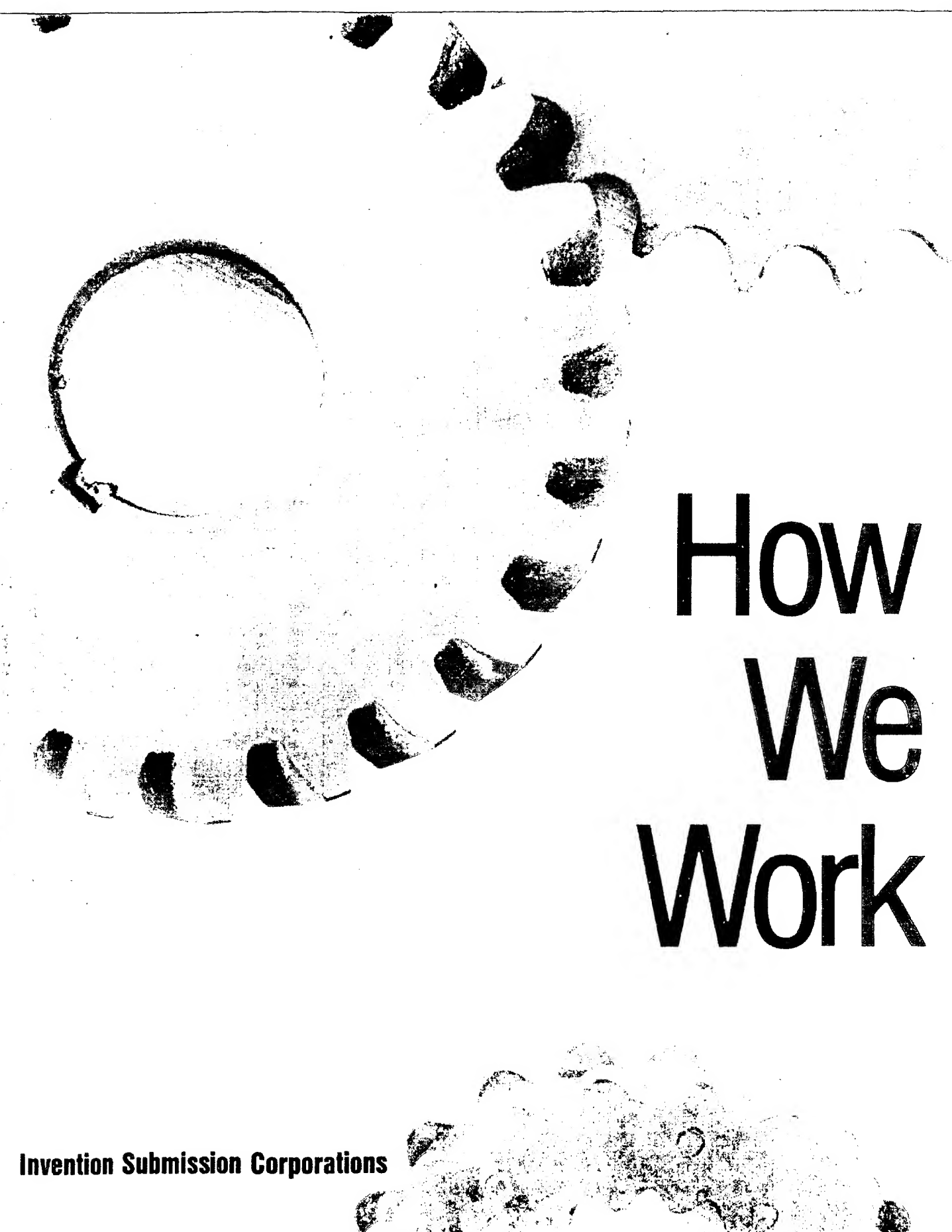
Concept Catalog 1/4 Page Ad..... **\$850**

### D. PACKAGE SUBMISSION PROGRAM

Purchase any A plus any B  
and C is complimentary



# SERVICES & FEES

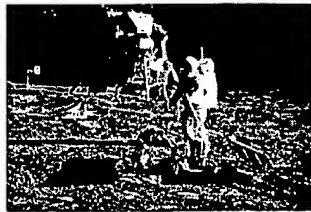


# How We Work

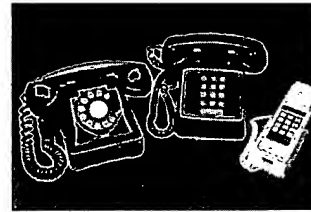
**Invention Submission Corporations**



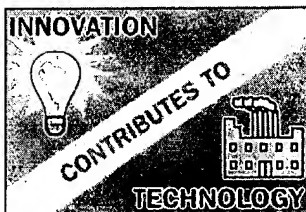
The history of innovation stretches from man's first fire...



to the first walk on the moon.



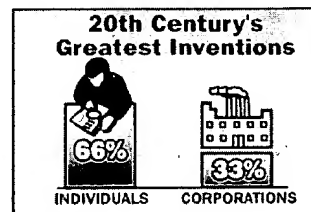
New ideas and products contribute to our lives, as the things we use are constantly changing.



Innovation in a broad sense contributes to the advancement of our society and to our total technology.



Ideas and inventions come from individuals in all walks of life. We believe these individuals - like you - are a great source of creativity.



In fact, it may surprise you to know that twice as many of the greatest inventions of the 20th century came from individuals.



Our company is Invention Submission Corporation, or as we call it, ISC. We work with ideas, innovations and new products.



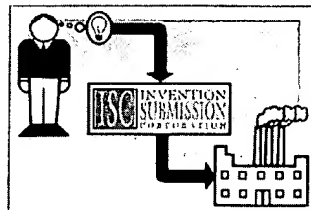
At ISC our business is to help inventors submit ideas to industry in the hope that companies will give these ideas a good-faith review. This is a difficult procedure, but we do our best for you.



That is why you must sign our Affirmative Disclosure Statement (ADS) before you do business with us.



This form provides you with important information about ISC.



ISC's job is to submit Individuals' ideas to industry. Here is how we do this. We code a client's invention so we can submit it to companies who have expressed general interest in a similar field of products.



Let us show you how we would code ice cream as an invention. We assign the appropriate Standard Industrial Classification Code number.

MAJOR GROUPS	
Group 20-	Food and Kindred Products
Group 21-	Tobacco Manufacturers
Group 22-	Textile Mill Products
Group 23-	Apparel & Other Textile Products
Group 24-	Lumber and Wood Products
Group 25-	Furniture and Fixtures
Group 26-	Paper and Allied Products
Group 27-	Printing and Publishing

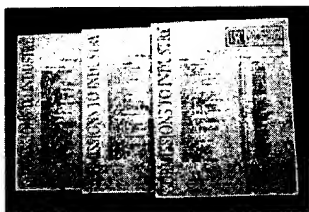
The process begins with 20 major S.I.C. Codes established by the U.S. Department of Commerce.

S.I.C. Code	MAJOR GROUP 20 Food and Kindred Products	
	First 2 Digits = MAJOR GROUP	

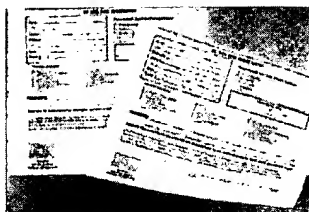
The S.I.C. Code uses successive digits to progressively narrow the classification of a product. The ice cream invention fits into the major food group number 20.

S.I.C. Code	20 Food Products (MAJOR)	
S.I.C. Code	202 Dairy Products (SUB-GROUP)	
	2024 Ice Cream & Frozen Desserts (INDUSTRY)	
	Four Digits = INDUSTRY	

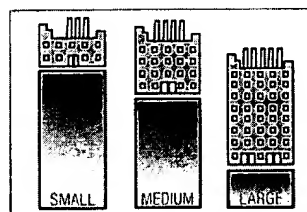
The third digit gives us the sub-group, dairy products. The fourth digit shows us the industry ice cream fits into - ice cream and frozen desserts.



We use S.I.C. Codes to match our clients' inventions with general areas of interest expressed by companies who are in our Data Bank. Our Data Bank is an electronic storage and retrieval system.



Companies register in our Data Bank by writing their areas of interest on the sample form shown. Their interests are then classified by the same codes used for ISC clients' inventions.



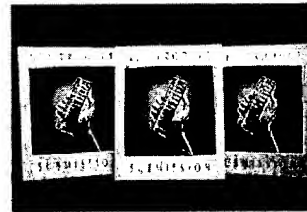
Companies registered in ISC's Data Bank™ range in size from small to large Corporations. Most of the registrants are small to medium sized companies.



ISC also maintains another data base of companies who are not registered in ISC's Data Bank™. Using SIC Codes, ISC attempts to match clients' inventions with general areas of interest of these companies.



For each new client using our submission services, we search our Data Bank and data base for matching codes.



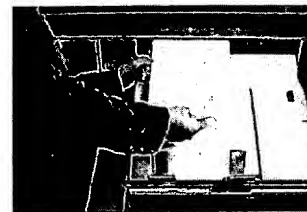
ISC packages your invention professionally and prepares a submission brochure.



We attempt to present your idea in a favorable light, using a simple graphic illustration.



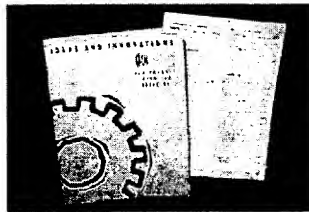
Another service we provide is our attempt to publicize our clients' ideas. We do this by sending out press releases to magazines and trade journals.



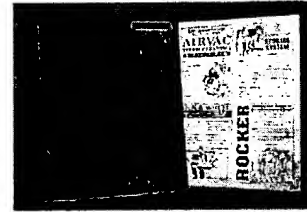
ISC maintains a data base of publications categorized by product and industry which we attempt to match to your invention.



The publication of press releases is solely at the discretion of the magazines and trade journals. A small percentage of our clients' press releases are published.



Another service we provide our clients is publishing the NEW PRODUCT/INVENTION REGISTER which we distribute to companies. Our clients' inventions are listed in this INVENTION REGISTER by product category.



ISC also offers the additional service of display advertisements in our Concept Catalog.



Both the New Product/Invention Register and Concept Catalog are displayed by ISC at national trade shows and given to companies registering in ISC's Data Bank™.



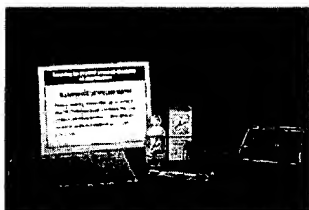
ISC's efforts include our attendance at trade shows. We do not normally display individual inventions at trade shows. We use professional displays to try to establish new contacts and Data Bank registrations for our company.



Some of the shows ISC attends or staff has attended in the past are: National Premium Incentive Show, International Housewares Exposition, and National Variety Merchandise Show.



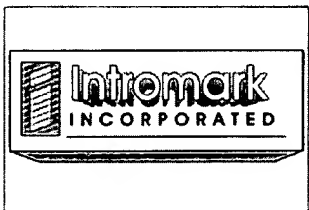
We also sponsor, together with our sister company, INTROMARK INC., our trade show for innovations, called INPEX™. INPEX™ is designed to bring together innovations and marketers in one location.



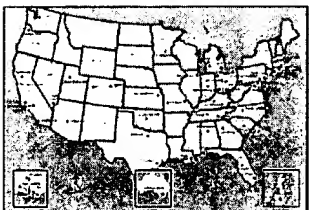
Inventors with models, prototypes or display materials are also offered the additional service of exhibition space at our INPEX™ shows.



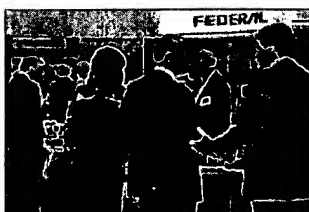
ISC's job is to submit your idea to industry in an effort to obtain a good faith review for your idea and review any interest expressed.



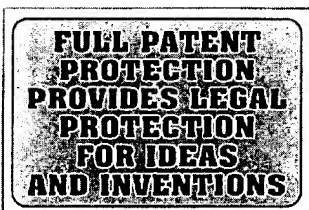
If substantial interest is expressed in your invention, it is assigned to INTROMARK INCORPORATED, our sister company, for follow up.



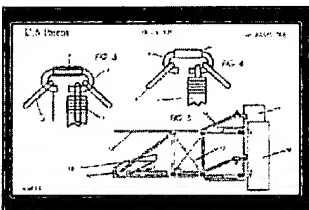
ISC performs a needed service assisting inventors in packaging and submitting their ideas to industry. We have sales offices in major U.S. cities, which direct your ideas to our headquarters in Pittsburgh—where the work is performed.



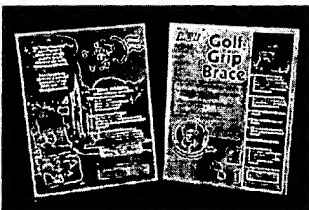
The principal purpose of INPEX™, as with our attendance at other trade shows, is to try to establish new contacts and Data Bank registrations for our company.



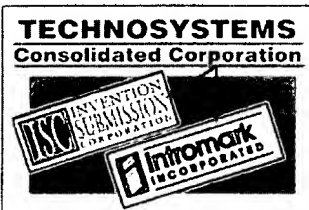
Patent services are included in ISC's BIP service and patent submission program.



You may choose to apply for a patent and simultaneously submit your idea to industry. This is ISC's patent submission program, our most comprehensive program.



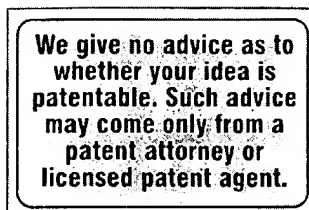
We also offer our Submission Service to inventors with an ongoing inventory.



INVENTION SUBMISSION CORP. and INTROMARK INC. are wholly owned subsidiaries of TECHNOSYSTEMS CONSOLIDATED CORP.



As with other trade shows, we do not normally display individual inventions at INPEX™ as part of our submission services.



ISC will act as your agent and engage a patent attorney or patent agent to prepare and file a U.S. patent application for your invention. You should direct all questions of a legal nature to the patent attorney/patent agent.



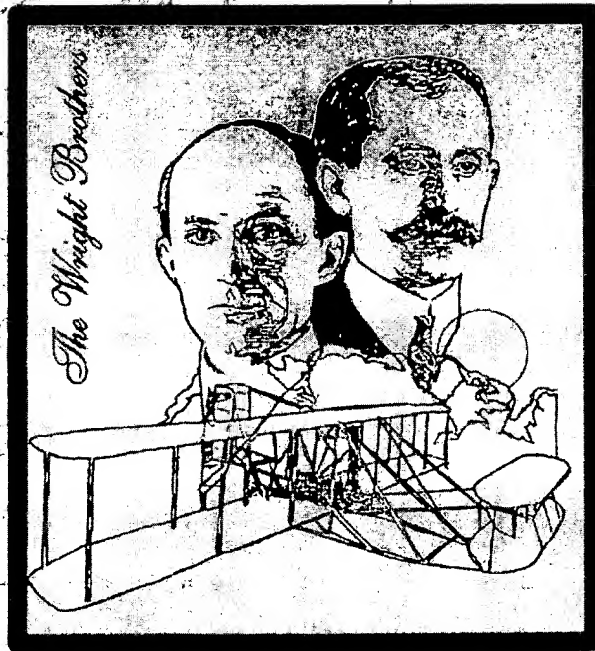
Despite our attempts to get some attention for your idea through these methods, you must remember it is an exceptionally difficult thing to do, and your chances of getting good results are extremely small.



Our Client Services Department will assist you by responding to your questions or input. We invite you to visit our corporate headquarters in Pittsburgh and would be pleased to show you our facilities.



Invention Submission Corporation  
217 Ninth Street  
Pittsburgh, PA 15222-3506  
(412) 288-1300  
Web Site: <http://www.isconline.com>



*Patent Services*

# DISCOVER WHAT ISC HAS TO OFFER.....

## ISC OVERVIEW

Invention Submission Corporation (ISC) is a wholly owned subsidiary of Technosystems Consolidated Corporation. The Technosystems group of companies is America's largest and most experienced provider of invention submission services for patented as well as unpatented ideas since 1985. Our founder and many key employees have been actively employed in the invention service field for 20 years or more.

## TWO STAGES

ISC works with inventors in two distinct stages in the process of submitting an invention to industry. In the first stage, invention benefits and relevant information are gathered together in one place, organized and presented in report form in our Basic Information Package (BIP). In the second stage, descriptive materials are prepared and submitted to industry in the hope of obtaining a good faith review.

## CONFIDENTIAL SUBMISSION SERVICES

ISC maintains a data bank of over 11,000 companies who have registered their areas of interest with us and agreed to review our clients' ideas in confidence. To our knowledge, this is the only data bank of its type and ISC is the only invention service with the systems and expertise to take steps to attempt to submit ideas in confidence to companies. ISC also has in place a method of submitting inventions to trade publications and other sources without revealing confidential details. While your patent is pending, ISC will take steps to maintain the confidentiality of your idea by ISC's submission methods. These same steps to maintain confidentiality are taken for inventors who do not wish to obtain a patent and/or those who have unpatentable ideas.

## U.S. PATENT SERVICES INCLUDED IN ISC SERVICES

Patent services are included in ISC's BIP service and patent submission program. Because large numbers of inventors wish to have patent services, ISC is able to secure patent services for its clients at a reasonable price.

Whitcomb L. Judson was a chubby man who in the late 1800's became tired of the complicated stylish clothes which included layer upon layer of bulky clothes with laces, cords, hooks and buttons. Thus, the first "slide fastener" was created. Together with Colonel Louis Walker, a businessman, the Universal Fastener Company was formed. Not until many years later and with much effort did the idea catch on. On the verge of bankruptcy, the men hired a young engineer by the name of Gideon Sundback. The company changed its name to the Hook & Eye Co. of Hoboken, NJ. Almost 20 years after its invention, the slide fastener took off. It was after B.F. Goodrich introduced a style of rubber boot featuring the hookless slide fastener that an executive from the company first exclaimed that you just "zip'er up or zip'er down" to give the "zipper" its name.

Clarence Crane, a chocolate candy manufacturer from Ohio, developed the Life Savers hard candy to help sales during the summer months. Since his chocolates would melt during shipments to other cities and on the shelves, many candy shops would stop ordering until cooler weather. Ironically, Crane sold his life saver idea and the machine to make them to Edward Noble in 1913 for \$2,900 because, he told Noble, that his business was chocolates-not hard candies! Noble patented the now famous "holed" candies in 1914.



## **PATENT SEARCHES AND PATENTABILITY OPINIONS**

If your idea is unpatented, ISC will obtain a preliminary patentability search and opinion on your behalf. These patent services will be included in your BIP report unless you request that no patent services be performed. ISC will retain a searcher to conduct the preliminary patentability search and a registered patent attorney or agent to provide an opinion of patentability.

## **SUBMISSION SERVICES**

If after receiving the BIP report and the preliminary patentability search and opinion, you decide to submit your invention to companies you will have two choices. If you do not wish to apply for a patent, you may use ISC's submission program. This service is primarily for unpatented inventions. The submission program can also be used by inventors who already have patents.

## **PATENT SUBMISSION SERVICES**

If you wish to apply for a patent and simultaneously submit your idea to industry, you will be offered ISC's patent submission program. In this program ISC will act as your agent and engage a patent attorney or patent agent to prepare and file a U.S. patent application for your invention. You may communicate directly with the patent attorney or patent agent, and should direct all questions of a legal nature to the patent attorney/patent agent. This simultaneous submission and patenting service is called the "patent submission program," and it is ISC's most comprehensive service.

## **PATENT APPLICATION PENDING**

Should you proceed with our patent submission program, once the patent application has been filed on your behalf, we will mark your submission materials with the designation "patent pending". It can take 18 months or more to prosecute a utility patent application and 36 months or more for a design patent application (see back page of this brochure for an explanation of the difference in patent types). During that time ISC will proceed with its efforts of preparing materials and attempting to submit your idea to industry on a confidential basis. Please understand that there is no guarantee that a patent will issue and an application can be denied at any time during this period. While waiting for a final determination of patentability to be rendered by the U.S. Patent Trademark Office, you will receive all of ISC's submission program services.

Levi Strauss was a 19 year old cloth peddler when he decided to head for San Francisco and try his luck during the California gold rush. On the clipper ship from New York to California he sold what cloth he had left except for a few rolls of canvas. When he reached California, the rugged miners complained that they needed more pants as the cloth pants they wore didn't last very long. Levi hired a local tailor to cut and sew his canvas into pants. The rest is history! (The canvas was later replaced by a more durable material from France called serge de nimes, now known as denim and patented in 1901.)

The Band-Aid was invented in 1900 when Earl Dickenson attempted to create a bandage that his accident-prone wife could apply herself when he was not home. The original Band-Aid was a strip of surgical tape with a gauze square placed in the center and then covered for later use by a satin-like fabric called Crinoline which kept the glue on the tape from drying out. Mr. Dickenson was greatly rewarded for his invention by his employer, Johnson & Johnson and retired in 1957 as a vice president for the company! The bandage was patented by Johnson & Johnson soon after its invention but the "Band-Aid" brand name/trademark wasn't applied until 1920.



## What is a patent?

A patent for an invention is a grant of a property right by the Government to the inventor (or heirs or assigns), acting through the U.S. Patent and Trademark Office. The duration of the grant of a utility patent is 20 years from the date of filing the application with the U.S. Patent and Trademark Office, subject to the payment of maintenance fees. A design patent has a term of 14 years and no fees are necessary to maintain a design patent in force. The right given by the patent grant—both utility and design—extends throughout the United States and its territories and possessions.

## What is the difference between a design patent & a utility patent?

It is important to understand the difference between a utility patent and a design patent. A utility patent protects a new and useful process, machine, item of manufacture or composition of matter, or any new and useful improvement thereof; and a design patent protects any new, original and ornamental design for an article of manufacture, and not its structure or utilitarian features. In a simplified sense, a utility patent on a product protects the function or structure of an invention or what it does, while a design patent protects the way it looks.

The right granted by the patent is, in the language of the statute, "the right to exclude others from making, using or selling" the invention. What is granted is not the right to make, using or selling" the invention. What is granted is not the right to make, use or sell, but the right to exclude others from making, using or selling the invention.

If you wish patent advice, it is advisable that you seek such advice from an independent patent attorney



217 Ninth Street • Pittsburgh, PA 15222-3506

**INVENTION SUBMISSION CORPORATION**

217 Ninth Street

Pittsburgh, Pennsylvania 15222-3506

**Partial  
Payment  
Receipt**

Client Name <i>Mark &amp; Linda Pittell</i>		File No. <i>RX 374 18811</i>	Date <i>7-20-99</i>
Total Cost of Services <i>745</i>	Previous Payments <i>0</i>	Payment Received Today <i>745</i>	Balance Due <i>0</i>
Method of Payment <input checked="" type="checkbox"/> Check <input type="checkbox"/> Cash <input type="checkbox"/> Credit (Type of Credit)			
Authorized By Sales Representative <i>Bonnie Kukka</i>		Verification	

White Copy - Accounting Dept.

Yellow Copy - Client

Pink Copy - Sales Representative

Client Info-006 ©1996 ISC

Exhibit "B"

# RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT

SELLER: (NAME AND ADDRESS) _____ _____ _____ _____ BUYER: (NAME AND ADDRESS) _____ _____ _____ _____	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="3" style="text-align: left; font-size: small;">FOR ASSIGNEE USE DO NOT WRITE IN THESE SPACES</th> </tr> <tr> <td style="width:50%; font-size: x-small;">PURCHASE DATE</td> <td colspan="2" style="font-size: x-small;">ACCOUNT NUMBER</td> </tr> <tr> <td style="font-size: x-small;">DESCRIPTION OF GOODS AND/OR SERVICES</td> <td style="font-size: x-small;">SHOW SERIAL NUMBERS AND LIST WARRANTIES</td> <td style="font-size: x-small;">CASH PRICE</td> </tr> <tr> <td colspan="2"></td> <td style="text-align: right;">\$ 100.00</td> </tr> <tr> <td colspan="2"></td> <td style="text-align: right;">\$ 100.00</td> </tr> <tr> <td colspan="2"></td> <td style="text-align: right;">\$ 100.00</td> </tr> <tr> <td colspan="2"></td> <td style="text-align: right;">\$ 100.00</td> </tr> <tr> <td style="font-size: x-small;">DESCRIPTION OF TRADE IN (IF ANY)</td> <td style="font-size: x-small;">SALES TAX</td> <td style="text-align: right;">\$ 10.00</td> </tr> </table> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> <b>TERMS OF SALE</b>          1. CASH PRICE (TOTAL INCLUDING TAXES) \$ 110.00          2. TOTAL DOWNPAYMENT \$ 100.00             CASH _____             DOWNPAYMENT \$ _____ TRADE IN \$ _____          3. UNPAID BALANCE OF CASH PRICE (1 MINUS 2) \$ 10.00          4. NET BALANCE DUE ON PRIOR ACCT. NO. _____          5. TOTAL INSURANCE \$ _____          6. OFFICIAL FEES (IF ANY) \$ _____          7. AMOUNT FINANCED (3+4+5+6) \$ 10.00             The amount of credit provided to you or on your behalf.          8. FINANCE CHARGE \$ 1.00             The dollar amount the credit will cost you          9. TOTAL OF PAYMENTS \$ 11.00             The amount you will have paid after you have made all payments as scheduled.          10. TOTAL SALE PRICE (2+9) \$ 11.00             The total cost of your purchase on credit, including your down payment of \$ _____          11. ANNUAL PERCENTAGE RATE 12%             The cost of your credit as a yearly rate       </div>	FOR ASSIGNEE USE DO NOT WRITE IN THESE SPACES			PURCHASE DATE	ACCOUNT NUMBER		DESCRIPTION OF GOODS AND/OR SERVICES	SHOW SERIAL NUMBERS AND LIST WARRANTIES	CASH PRICE			\$ 100.00			\$ 100.00			\$ 100.00			\$ 100.00	DESCRIPTION OF TRADE IN (IF ANY)	SALES TAX	\$ 10.00
FOR ASSIGNEE USE DO NOT WRITE IN THESE SPACES																									
PURCHASE DATE	ACCOUNT NUMBER																								
DESCRIPTION OF GOODS AND/OR SERVICES	SHOW SERIAL NUMBERS AND LIST WARRANTIES	CASH PRICE																							
		\$ 100.00																							
		\$ 100.00																							
		\$ 100.00																							
		\$ 100.00																							
DESCRIPTION OF TRADE IN (IF ANY)	SALES TAX	\$ 10.00																							

This contract is being furnished as a courtesy service to sellers of goods and services in the state of Pennsylvania by:

UNIVERSAL FINANCE CO. INC.  
P.O. BOX 363  
PITTSBURGH, PA 15230

**SECURITY:** YOU ARE GIVING A SECURITY INTEREST IN THE GOODS OR PROPERTY BEING PURCHASED.

**PREPAYMENT:** IF YOU PAY OFF EARLY, YOU MAY BE ENTITLED TO A REFUND OF PART OF THE FINANCE CHARGE.

**LATE CHARGE:** IF A PAYMENT IS LATE, YOU WILL BE CHARGED 5% OF THE PAYMENT. SUBJECT TO \$5.00 MAXIMUM, \$1.00 MINIMUM.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

YOUR PAYMENT SCHEDULE WILL BE				
NO. OF PMTS.	AMOUNT OF PAYMENTS		WHEN PAYMENTS ARE DUE	OTHERS DUE SAME DAY EACH MONTH
	FIRST PAYMENT	REGULAR PAYMENT	FIRST DUE DATE	
1	\$ 10.00	\$ 1.00	1/1/77	

**PAYMENT TERMS:** In consideration of the sale and delivery of the above described Goods in good condition and/or performance of the above described Services in a satisfactory manner, which is hereby acknowledged by Buyer, Buyer will pay Seller or Seller's assigns the above Total of Payments in consecutive monthly payments in the number and amounts set forth above, beginning on the above stated First Due Date and thereafter on the same date of each succeeding month until said Total of Payments and all other amounts due or to become due hereunder have been paid.

**LATE CHARGES:** If Buyer fails to pay any scheduled payment hereon when due and such default continues for more than 10 days, Seller or holder may charge and collect a default charge not to exceed 5% of such defaulted payment or \$5.00, whichever is less. Minimum default charge \$1.00.

**PREPAYMENT REFUNDS.** This contract may be prepaid in whole or in part at any time, and in the event of prepayment in full prior to the Maturity Date hereof, Seller or holder will credit Buyer with the unearned FINANCE CHARGE computed by applying the Annual Percentage Rate stated herein, according to the actuarial method, to the unpaid balances of amount financed as originally scheduled, for the unexpired periods following prepayment.

**SECURITY INTEREST.** Seller or holder shall retain title to said Goods and have a purchase money security interest therein under the Uniform Commercial Code until the Total of Payments and all other amounts due from Buyer hereunder have been paid in full.

Buyer acknowledges that he has notice of the intended assignment of Seller's rights hereunder and in any goods covered hereby to Holder and agrees that upon receipt of notice of the assignment, Buyer will render performance of his obligations hereunder to Holder. Upon such assignment, Holder's rights hereunder shall be free to all causes of action and defenses which Buyer may have against Seller, if within 45 days of Holder's mailing notice of assignment to Buyer, pursuant to Section 402 of the Goods and Services Installment Act (Penna.). Holder receives no written notice from Buyer of facts giving rise to any claim or defense. Seller may at its option add to this Contract subsequent purchases made by Buyer, and if Seller does so, the Total of Payments of this Contract shall be increased by the Amount Financed under the subsequent sale or sales and all FINANCE CHARGES and installment payments shall be increased proportionately provided that the Consolidated Total of Payments shall include the additional cost of premiums continuing in force until the due date of the final installment of the Consolidated Total of Payments, any insurance coverage provided for herein, together with official fees. All terms and conditions of this Contract shall equally apply to said sale or sales and Buyer agrees that any goods purchased under this Contract shall be security for the goods and/or services purchased under the subsequent Contract but only until such time as the Deferred Payment Price under this Contract is fully paid.

Buyer acknowledges and agrees that the Additional Provisions of this contract which are printed on the reverse side hereof are a part of this contract by this reference thereto.

**NOTICE TO THE BUYER:** DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THE CONTRACT YOU SIGN. UNDER THE LAW YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND UNDER CERTAIN CONDITIONS TO OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE. KEEP THIS CONTRACT TO PROTECT YOUR LEGAL RIGHTS.

BUYER ACKNOWLEDGES RECEIPT OF A COMPLETELY EXECUTED COPY OF THIS RETAIL INSTALLMENT CONTRACT.

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION

SELLER  
(Sign Here)

BUYER  
(Sign Here)

X

(Seal)

Spouse or  
Co-Buyer

(Seal)

By

Owner, Officer or Firm Member

Co-Maker

(Seal)

Date of Contract Execution

## NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

ORIGINAL COPY - White

NOTICE COPY - Canary

SELLER'S COPY - Pink

BUYER'S COPY - Goldenrod

Exhibit "C"

**WESTERN INVENTION  
SUBMISSION CORP.**

217 Ninth Street Pittsburgh, PA 15222

LOCAL WISC OFFICE

BASIC INFORMATION  
PACKAGE AGREEMENT #

Client ☐ Mr. ☐ Ms. ☐ Mrs. Mr. [Signature] Are you 18 years of age or older? Yes  
Address 7500 [Signature]  
City Pittsburgh State PA Zip 15203  
Telephone: Work ( ) Residence ( )  
Occupation [Signature] Invention/Idea/Product [Signature]

**STATUS OF INVENTION**

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Illustrations/Drawings | <input type="checkbox"/> Product in Production  | <input type="checkbox"/> Client has inventory    |
| <input type="checkbox"/> Photographs            | <input type="checkbox"/> Copyright or Trademark | <input type="checkbox"/> Patent Issued - # _____ |
| <input type="checkbox"/> Model or Prototype     | <input type="checkbox"/> Patent Pending         |  |

Client's Unit Production Cost Estimate: \_\_\_\_\_ Firms Contacted Before WISC: \_\_\_\_\_  
Client's Suggested Retail Price: \_\_\_\_\_ Field Test Use: \_\_\_\_\_

**BASIC INFORMATION PACKAGE CONSIDERATIONS:** In consideration of the fees stated below, WISC agrees to prepare a report containing basic information in the following categories:

- |   |  |
|---|--|
| <ul style="list-style-type: none"><li>• Product concept description &amp; history (based on client's disclosure to WISC)</li><li>• Production considerations</li><li>• Estimated retail price, manufacturing &amp; wholesale costs</li><li>• Coding of your invention by Standard Industrial Classification</li><li>• Function and appealing features</li></ul> | <ul style="list-style-type: none"><li>• Benefits, appeals and trends for consumers and/or society</li><li>• Potential target markets (based on Trade &amp; Government Statistics)</li><li>• A visual industry graph (if available for your idea)</li><li>• Potential channels of distribution and outlets</li><li>• Promotional considerations</li></ul> |
|---|--|

You will receive a 20-30 page bound report in which WISC assembles basic information and attempts to emphasize the most positive features of your idea. The contents of the report are described in WISC's Basic Information Package brochure which we have provided to you. A preliminary U.S. patentability search and opinion will be included in your report unless you request below that this work not be performed.

Signed [Signature] ☐ I do not wish to have patent services included in my Basic Information Package.  
(WISC Representative or Agent)

**FEES**

Basic Information Package Report \$ 145  
(\$127 of this fee will be paid for a preliminary patentability search & opinion)

Being paid by: ☐ Check ☐ Money Order

Charge Fee to my:

☐ VISA ☐ MasterCard ☐ Discover ☐ AmEx

Card # \_\_\_\_\_

Expiration Date \_\_\_\_\_

Date 7-20-99Signature \_\_\_\_\_  
(Client)

I request that a Basic Information Package be prepared for my idea, invention, product or product modification described above. I understand that:

- The Basic Information Package report is not an evaluation of my idea, but rather assembles basic information and attempts to emphasize the most positive features of my idea.
- WISC accepts most ideas and does not determine the feasibility of my idea. WISC relies on my belief that I am the original inventor.
- WISC cannot be aware of or responsible for the existence of similar concepts which may already be on the market or may be introduced at a later time. It is not possible to adequately check the marketplace for similar products. WISC performs a very limited competitive check usually through catalogs.

Date 7-20-99Signed [Signature]  
(Client/Inventor-Owner)

- |  |  |
|--|--|
| <ul style="list-style-type: none"><li>• FULL PATENT PROTECTION PROVIDES LEGAL PROTECTION FOR IDEAS AND INVENTIONS. WE GIVE NO ADVICE AS TO WHETHER YOUR IDEA IS PATENTABLE. SUCH ADVICE MAY COME ONLY FROM A PATENT ATTORNEY OR LICENSED PATENT AGENT.</li></ul> | <ul style="list-style-type: none"><li>• YOU SHOULD TREAT YOUR IDEA AS A CONFIDENTIAL SUBJECT IN ORDER TO AVOID LOSING ANY PATENT RIGHTS YOU MAY HAVE.</li><li>• IF YOU WISH PATENT ADVICE, IT IS ADVISABLE THAT YOU SEEK ADVICE FROM AN INDEPENDENT PATENT ATTORNEY.</li></ul> |
|--|--|

**NOTICE OF CANCELLATION**

If you change your mind, you can cancel this Contract, for any reason, within seven (7) business days after you signed it. If you mailed us the Contract, you can cancel it within seven (7) business days after you put the Contract in the mail. There will be no penalty or obligation if you cancel under this provision. Within ten (10) business days after we receive your written cancellation notice we will return, by mail, All monies paid by you to us pursuant to the Contract that you have cancelled.

If you choose to mail your cancellation notice, it must be placed in the United States mail properly addressed, certified mail, postage prepaid, return receipt requested, and post-marked before midnight of the last day allowed for cancellation.

Attach copies of any relevant material or information - let client keep originals. DO NOT send models unless requested.

©1997 WISC

G.L.B. + "D"

BASEBALL

MARK P PITELL  
LINDA L PITELL  
27810 READ ST (909) 687-1888  
PERRIS, CA 92570

04-RDE-374-188U

Date 8-2-99

1003

16-88/1220  
2461

Pay to the order of INVENTION SUBMISSION CORP \$ 764.38  
seven hundred sixty four and 38/100 Dollars

**Bank of America**  
Lake Elsinore Branch #2461  
2466 East Lakeshore Drive  
Lake Elsinore, CA 92530 (951) 678-6816

For paid in full

Mark P Pitell

⑆ 12200066 ⑆ ⑆ 1003 ⑆ 246 ⑆ ⑆ 04 ⑆ ⑆ ⑆ ⑆

TECHNOSYSTEMS SERVICE CORP.

7595

MARK & LINDA PITELL  
27310 READ ST  
PERRIS, CA  
92570

Invoice No	Date	Amount	Discount	Net Amount
OVERPAYMENT-WISC RDE 374-188U	08/09	19.38	0.00	19.38
TOTAL =				\$19.38

DATE  
08/17/99

CHECK NUMBER  
00007595

Exhibit "E"



---

# AGREEMENT

---

CLIENT FILE # RDE 374 188 W

Exhibit "F"

**"THE FOLLOWING DISCLOSURES ARE REQUIRED BY LAW:**

You have the right to cancel this contract for any reason at any time within seven days from the date you and the invention developer sign the Contract and you receive a fully executed copy of it. To exercise this option you need only mail or deliver to this invention developer written notice of your cancellation. The method and time for notification is set forth in this Contract immediately above the place for your signature. Upon cancellation, the invention developer must return by mail, within five business days, all money paid and all material provided by you.

Your potential patent rights may be adversely affected by any attempt to commercialize your idea or invention before a patent application covering it is filed. Nonconfidential disclosures of your idea or invention may also trigger certain statutory deadlines for filing a patent application in the United States and would prevent you from obtaining valid patent rights in countries whose law provides that patent applications must be filed before there is a public disclosure.

This contract between you and the invention developer is regulated by law. The invention developer is not qualified or permitted to advise you whether protection of your idea or invention is available under the patent, copyright or trademark laws of the United States or any other law. This contract does not provide any patent, copyright or trademark protection for your idea or invention. If your idea or invention is patentable, copyrightable or subject to trademark protection, or infringes an existing valid patent, copyright, or trademark or a patent, copyright or trademark for which application has been made, your failure to inquire into these matters may affect your rights to your idea or invention."

MP  
LP

## DISCLOSURE PRIOR TO CALIFORNIA CONTRACT

1. WESTERN INVENTION SUBMISSION CORPORATION contemplates performance of services in connection with your invention to be covered in two separate contracts. The first contract is for a Basic Information Package and the second is for our submission of your invention. You have been furnished our Basic Information Package contract and a summary of our submission services called "How We Work" before signing the first contract. The costs for these services are outlined on the attached price sheet.
2. A portion of the fee charged will be paid as a commission or similar payment to our agent in witness of this disclosure. One hundred forty three to one thousand one hundred fifty dollars of the fees will be expended for services relating to patent matters.
3. Company does not intend to expend more for the invention development services than the fee charged to the customer. In cases where we expend in excess of the fee charged, no additional fee will be requested from our client.
4. The total number of customers who have contracted with Company for invention development services prior to the last thirty (30) days is 23,401. The number of customers that have received, by virtue of this invention developer's performance, an amount of money in excess of the amount of money paid by the customer to this invention developer is 0.
5. Company is solely engaged in the business of assisting and aiding inventors in submitting inventions, products or ideas to industry. Company does not negotiate or execute contracts for the sale or licensing of new ideas, inventions or products and no customer will receive profits by virtue of Company's performance of submission services.

"Your potential patent rights may be adversely affected by any attempt to commercialize your idea or invention before a patent application covering it is filed. Nonconfidential disclosures of your idea or invention may also trigger certain statutory deadlines for filing a patent application in the United States and would prevent you from obtaining valid patent rights in countries whose law provides that patent applications must be filed before there is a public disclosure.

Any contract for invention development services between you and our firm will be regulated by law. Our firm is not qualified or permitted to advise you whether protection of your idea or invention is available under the patent, copyright or trademark laws of the United States or any other law. This contract does not provide any patent, copyright or trademark protection for your idea or invention. If your idea or invention is patentable, copyrightable or subject to trademark protection, or infringes an existing valid patent, copyright or trademark or a patent, copyright or trademark for which application has been made, your failure to inquire into these matters may affect your rights to your idea or invention."

Handwritten signature in black ink, appearing to be 'AMP' over 'JP'.



# WESTERN INVENTION SUBMISSION CORPORATION

## SUBMISSION AGREEMENT

This Agreement made this 7<sup>th</sup> day of October, 1999, between  
WESTERN INVENTION SUBMISSION CORPORATION, hereinafter called WISC, and Inventor/Client, herein-  
after called Client Mark & Linda Pitell  
Street Address 27310 Reed Street  
City Perris, State CA, Zip Code 92570

Whereas, Client has developed, originated and/or owns a new idea, invention or product, hereinafter  
referred to as Sautlee; and

Whereas, WISC is engaged in the business of assisting and aiding inventors in submitting inventions,  
products or ideas to industry in an attempt to obtain a good faith review and reviewing any interest which may  
be expressed.

In consideration of the mutual promises and undertakings contained herein, and other good and valuable  
considerations, it is mutually agreed as follows:

1. To secure the services and considerations furnished by WISC, as outlined in this Agreement, the  
Client agrees to pay the sum of \$ 9250 in advance to WISC. This amount shall be considered  
full and complete payment for the following:

- A) Initial contact with companies, including manufacturers, marketers, distributors, retailers, sales representatives with whom we make contact and/or who contact us through our business associations, mailings, publicity, advertising, and attendance at trade shows or business seminars. WISC contacts are made on behalf of WISC generally, and not on behalf of any particular invention. WISC seeks to have companies register their preliminary product interest areas in the ISC DATA BANK™. Companies who register request that WISC submit client ideas to them on a confidential basis.
- B) Preparation of a New Product Submission Brochure, which shall include a description of the invention, design advantages and features, a graphic or other illustration, SIC code and suggested distribution channels.
- C) WISC will use Standard Industrial Classification coding for the purpose of attempting to match Client's idea, invention or product with companies who may have registered preliminary product interest areas in the ISC DATA BANK™. Such companies who have registered a preliminary product interest area which matches the SIC code assigned to Client's invention will receive a copy of Client's New Product Submission Brochure in the hope that it will receive a good faith review.
- D) WISC will prepare a publicity release announcing the availability of the Client's idea, invention or product but not disclosing its working details, and send said release to magazines or trade publications it deems suitable, which trade magazines or publications, may, if they choose, publish said release.

- E) ISC maintains a data base of companies in various industries who, unlike registrants in the ISC DATA BANK<sup>™</sup>, have not registered preliminary product interest areas with ISC and have not requested ISC's submissions in confidence. ISC attempts to match Client's invention with general areas of interest of these companies. Such companies whose general areas of interest match the SIC code assigned to Client's invention will receive a copy of Client's publicity release which does not reveal the working details of Client's invention, in the hope they will show interest in Client's idea and agree to receive Client's New Product Submission Brochure in confidence.
  - F) WISC will submit drafts of descriptive material to Client for approval and/or revision suggestions prior to printing.
  - G) WISC will list a brief description of Client's invention in a future issue of its NEW PRODUCT/INVENTION REGISTER which WISC publishes annually. Companies registering in the ISC DATA BANK<sup>™</sup> will receive the most current edition of the NEW PRODUCT/INVENTION REGISTER.
  - H) If a company to whom a New Product Submission Brochure has been submitted shows additional interest, WISC may also, at its discretion, perform additional services, either independently or through outside resources. WISC may also at its discretion, prepare or have prepared with the involvement of Client, additional design information, graphics or other materials. It is understood that WISC is not required to provide any of the services enumerated in this subparagraph, but may do so if in its sole discretion such services may be useful in attempting to generate additional interest once preliminary interest has been expressed by a company or companies.
  - I) If after substantial interest has been expressed, and Client wishes to attempt to license or sell said idea, invention or product, then WESTERN INVENTION SUBMISSION CORPORATION, which does not license or sell ideas, inventions or products, shall submit any inquiries, contacts or interest expressed in Client's product to INTROMARK INC., a Pennsylvania corporation, which has agreed to represent and attempt to license and/or sell said idea, invention or product in accordance with the terms of the INTROMARK PROPOSAL which is attached hereto.
2. This Agreement shall remain in effect for a period of twenty-four (24) months from the date of this Agreement; during which time Client agrees that WISC shall have the exclusive right to submit the new idea, invention or product, which is the subject of this Agreement, for the sole purpose of reviewing interest including the right to use designs, models, patents issued and pending, copyrights, trademarks, promotional literature, and any and all other materials relating thereto now in the possession of Client or which may hereafter be developed by Client or WISC.
3. WISC shall be under no obligation whatsoever to provide any services to Client until the payment set forth in Paragraph 1 hereof shall have been received in full by WISC.
4. Client shall not be obligated for any costs of WISC administrative, telephone, postage, office expense, secretarial services or other expenses incidental to its submission of Client's idea.

- **FULL PATENT PROTECTION PROVIDES LEGAL PROTECTION FOR IDEAS AND INVENTIONS. WE GIVE NO ADVICE AS TO WHETHER YOUR IDEA IS PATENTABLE. SUCH ADVICE MAY COME ONLY FROM A PATENT ATTORNEY OR LICENSED PATENT AGENT.**
- **YOU SHOULD TREAT YOUR IDEA AS A CONFIDENTIAL SUBJECT IN ORDER TO AVOID LOSING ANY PATENT RIGHTS YOU MAY HAVE.**
- **IF YOU WISH PATENT ADVICE, IT IS ADVISABLE THAT YOU SEEK ADVICE FROM AN INDEPENDENT PATENT ATTORNEY.**

#### **NOTICE OF CANCELLATION**

If you change your mind, you can cancel this Contract, for any reason, within seven (7) business days after you signed it. If you mailed us the Contract, you can cancel it within seven (7) business days after you put the Contract in the mail. There will be no penalty or obligation if you cancel under this provision. Within ten (10) business days after we receive your written cancellation notice we will return, by mail, all monies paid by you to us pursuant to the Contract that you have cancelled.

If you choose to mail your cancellation notice, it must be placed in the United States mail properly addressed, certified mail, postage prepaid, return receipt requested, and post-marked before midnight of the last day allowed for cancellation.

5. Client agrees that the number and selection of companies contacted are to be at the discretion of WISC. Nothing in this Agreement shall be construed as a representation, inducement, promise or guarantee that WISC will obtain any results, sales or licensing agreements for Client. WISC agrees only to use its best efforts to submit the Client's idea, invention or product in the form of a New Product Submission Brochure to companies for the purpose of reviewing interest which may be expressed. Client wishes to retain WISC's services to see Client's idea presented in a favorable light and to have the satisfaction of having made an effort.

6. Client understands and agrees that WISC does not develop, manufacture or market ideas, inventions or products. WISC is solely engaged in the business of assisting and aiding inventors in submitting inventions, products or ideas to companies for the purpose of attempting to obtain a good faith review and reviewing any interest which may be expressed.

7. Client represents and warrants that to the very best of Client's information and belief, that this idea, device or invention is the Client's own original idea and concept. Client understands that WISC is acting in reliance upon Client's representations and that WISC cannot be aware of or responsible for the existence of identical or similar concepts which may exist or may already be on the market or may be discovered at a later time.

8. After the termination of this Agreement, Client may use all of WISC's literature, drawings, and any and all other material supplied by WISC to Client during the course of this Agreement to contact companies on Client's own behalf or through other agents.

9. Company does not undertake to construct, sell or distribute prototypes, models or devices embodying the client's invention.

10. WESTERN INVENTION SUBMISSION CORPORATION is the name of the corporation contracting to perform the invention development services. The parent company is TECHNOSYSTEMS CONSOLIDATED CORPORATION. There are no subsidiary or affiliated companies that will engage in performing invention development services under this Contract except INVENTION SUBMISSION CORPORATION, an affiliate and TECHNOSYSTEMS SERVICE CORPORATION, an affiliate. Company is also affiliated with INTROMARK INCORPORATED which attempts to market inventions where substantial interest has been expressed in accordance with paragraph 1.1 above.

11. Company's principal business address is: WESTERN INVENTION SUBMISSION CORPORATION, 217 Ninth Street, Pittsburgh, Pennsylvania 15222. The name and address of Company's agent in California authorized to receive service of process is: CT CORPORATION SYSTEM, INC., 818 West Seventh Street, Los Angeles, California 90017.

12. A portion of the fee charged will be paid as commission or similar payment to our agent in witness of this Agreement. Nine hundred fifty to one thousand one hundred fifty dollars of the fee will be expended for services relating to patent matters.

13. Company does not intend to expend more for the invention development services than the fee charged the customer. In cases where we expend in excess of the fee charged, no additional fee will be requested from our client.

14. The total number of customers who have contracted with Company for invention development services prior to the last thirty (30) days is 23,401. The number of customers that have received, by virtue of this invention developer's performance, an amount of money in excess of the amount of money paid by the customer to this invention developer is 0.

15. Company is solely engaged in the business of assisting and aiding inventors in submitting inventions, products or ideas to industry. Company does not negotiate or execute contracts for the sale or licensing of new ideas, inventions or products and no customer will receive profits by virtue of Company's performance of submission services.

16. Company is required to maintain all records and correspondence relating to performance of invention development services for you for a period of not less than three (3) years after expiration of the term of this Contract for invention development services.

17. Company does not have one custodian of records and correspondence, but inquiries concerning all records and correspondence relative to the performance of services can be directed to the Client Services Department at Company's principal place of business.

18. The records and correspondence required to be maintained under this Contract will be made available to you or your representative for review and copying at your expense on WISC's premises during normal business days upon seven (7) days written notice, said time period to begin from the date the notice is placed in the United States mail properly addressed first-class postage prepaid.

19. The expected date of completion of invention development services under this Contract is twenty-four (24) months.

20. "Your potential patent rights may be adversely affected by any attempt to commercialize your idea or invention before a patent application covering it is filed. Nonconfidential disclosures of your idea or invention may also trigger certain statutory deadlines for filing a patent application in the United States and would prevent you from obtaining valid patent rights in countries whose law provides that patent applications must be filed before there is a public disclosure."

21. "This contract between you and the invention developer is regulated by law. The invention developer is not qualified or permitted to advise you whether protection of your idea or invention is available under the patent, copyright or trademark laws of the United States or any other law. This contract does not provide any patent, copyright or trademark protection for your idea or invention. If your idea or invention is patentable, copyrightable or subject to trademark protection, or infringes an existing valid patent, copyright or trademark or a patent, copyright or trademark for which application has been made, your failure to inquire into these matters may affect your rights to your idea or invention."

22. This Agreement is the entire Agreement between the parties; and any verbal statements not specifically incorporated into this written Agreement are abandoned, void and of no force and effect; and this written Agreement is the entire and only Agreement between the parties.

23. This Agreement shall be governed by and interpreted according to the laws of the Commonwealth of Pennsylvania.

In witness whereof, the parties hereto intending to be legally bound hereby have executed this Agreement, the day and year first above written.

"The 7 day period during which you may cancel this contract for any reason by mailing or delivering written notice to the invention developer will expire on 10-14-99 If you choose to mail your notice, it must be placed in the United States mail properly addressed first-class postage prepaid and postmarked before midnight of this date. If you choose to deliver your notice to the invention developer directly, it must be delivered to him by the end of his normal business day on this date. The invention developer also has the right to cancel this contract by notice similarly mailed or delivered."

**WESTERN INVENTION  
SUBMISSION CORPORATION**

WITNESSED BY WISC:

Agent *James Fuller*

Date of Execution: 10-7-99

BY: *Michael R. Tice*  
Inventor/Client

Date: 10-7-99

BY: *Kim Pitt*  
Co-Inventor/Client

Date: 10-7-99

Please pay by check, charge card or money order, payable to the order of WESTERN INVENTION SUBMISSION CORPORATION. Please do not remit cash.

**METHOD OF PAYMENT**

Being Paid By: ☐ Check ☐ Money Order ☐ Credit Card

Charge Fee to my: ☐ Visa ☐ MasterCard ☐ Discover ☐ AmEx

Card #: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Client)



## INTROMARK PROPOSAL

This Agreement made this 7<sup>th</sup> day of October, 1999, between WESTERN INVENTION SUBMISSION CORPORATION, hereinafter called WISC, and Inventor/Client, hereinafter called Client, Mark - Linda Pitell, and INTROMARK INC., hereinafter called INTROMARK.

Whereas, INTROMARK INC. is a Pennsylvania corporation which is engaged in the business of assisting inventors in attempting to market their inventions, products or ideas; and

Whereas, INTROMARK has entered into a contract with WESTERN INVENTION SUBMISSION CORPORATION (WISC) under the terms of which WISC has requested and INTROMARK has agreed to attempt to market inventions, ideas or products where substantial interest has been expressed, or where in INTROMARK's sole discretion it wishes to undertake said marketing effort; and

Whereas, INTROMARK understands that WESTERN INVENTION SUBMISSION CORPORATION (WISC) submits ideas, inventions and products to industry in an attempt to obtain a good faith review, and that some of these may generate substantial interest such that it will be useful to attempt to market and to license them; and WISC does not market or sell inventions; and

Whereas, INTROMARK has agreed with WISC that it will not charge a fee to WISC clients, but will receive a percentage of the proceeds of sale if any, of said invention, idea or product.

NOW THEREFORE, in consideration of the mutual promises and undertakings contained herein, and other good and valuable considerations, it is mutually agreed as follows:

1. WISC shall submit to INTROMARK, and INTROMARK agrees to accept in accordance with this Proposal, inventions, ideas or products in which substantial interest has been expressed, or where INTROMARK in its discretion believes it would be useful to attempt marketing for the purpose of trying to obtain a sale or licensing agreement.
2. The parties agree that INTROMARK shall have access to all of Client's and WISC's submission materials and complete files in connection with INTROMARK's agreement to accept said invention, idea or product for marketing.
3. This Agreement, which is in effect as of the date of execution hereof, shall remain in effect for a period of twenty-four (24) months. This will automatically renew for three years unless terminated in writing by Client upon thirty (30) days' written notice prior to the expiration of the original term of this Agreement.
4. Client further agrees that INTROMARK during the term of this Proposal shall have the exclusive right to negotiate, and to execute contracts on Client's behalf for the sale or licensing of the idea, invention or product. INTROMARK shall submit any contract involving the invention to Client before executing on Client's behalf, and Client shall have the right to accept or to reject any such contract negotiated on his or her behalf before it has been executed by INTROMARK.

- FULL PATENT PROTECTION PROVIDES LEGAL PROTECTION FOR IDEAS AND INVENTIONS. WE GIVE NO ADVICE AS TO WHETHER YOUR IDEA IS PATENT-ABLE. SUCH ADVICE MAY COME ONLY FROM A PATENT ATTORNEY OR LICENSED PATENT AGENT.
- YOU SHOULD TREAT YOUR IDEA AS A CONFIDENTIAL SUBJECT IN ORDER TO AVOID LOSING ANY PATENT RIGHTS YOU MAY HAVE.
- IF YOU WISH PATENT ADVICE, IT IS ADVISABLE THAT YOU SEEK ADVICE FROM AN INDEPENDENT PATENT ATTORNEY.

#### **NOTICE OF CANCELLATION**

If you change your mind, you can cancel this Contract, for any reason, within seven (7) business days after you signed it. If you mailed us the Contract, you can cancel it within seven (7) business days after you put the Contract in the mail. There will be no penalty or obligation if you cancel under this provision. Within ten (10) business days after we receive your written cancellation notice we will return, by mail, all monies paid by you to us pursuant to the Contract that you have cancelled.

If you choose to mail your cancellation notice, it must be placed in the United States mail properly addressed, certified mail, postage prepaid, return receipt requested, and post-marked before midnight of the last day allowed for cancellation.

5. Pursuant to the terms of this Agreement, INTROMARK will attempt to market Client's idea, invention or product. If a licensing agreement results, then in such case INTROMARK shall receive twenty percent (20%) of all royalties paid; or, if an outright sale results, INTROMARK shall receive twenty percent (20%) of the total sales price paid. In the event that any contacts made by INTROMARK or WISC or introduced to Client by INTROMARK or WISC during the term of this Agreement or renewal leads to royalties or a sale for Client, INTROMARK shall be compensated as stated above, even if the royalties are earned or the sale is made after the termination of this Agreement for any reason whatsoever. INTROMARK, however, shall not be entitled to any compensation if the licensee or purchaser shall be discovered or located solely by the effort of Client after the termination of this Contract or its renewal. Under no circumstances shall INTROMARK be entitled to any compensation or fee from Client other than as set forth in this paragraph.

6. In the event that any royalties are earned by Client, or if a sale is made, or if INTROMARK attempts direct marketing, Client shall first be reimbursed from funds received from earned royalties or sales, if any, all monies paid by Client to WISC in connection with the idea, invention or product before INTROMARK shall receive any compensation pursuant to this Agreement.

7. Client agrees that the extent of marketing effort and the number of companies contacted are to be at the discretion of INTROMARK. Nothing in this Agreement shall be construed as a representation, inducement, promise or guarantee that INTROMARK will obtain any results, sales or licensing agreements for Client. INTROMARK agrees only to use its best efforts to attempt to market or to license the Client's idea, invention or product. Client wishes to retain INTROMARK's services to see his ideas attempted to be marketed and presented in a favorable light and to have the satisfaction of having made an effort.

8. Client represents and warrants that to the very best of Client's information and belief, that this idea, device or invention is the Client's own original idea and concept. Client understands that INTROMARK is acting in reliance upon Client's representations and that INTROMARK cannot be aware of or responsible for the existence of identical or similar concepts which may exist or may already be on the market or may be discovered on the market at a later time.

9. After the termination of this Agreement, Client may use all of INTROMARK's literature, drawings, and any and all other material supplied by INTROMARK to Client during the course of this Agreement to contact companies on Client's own behalf or through other agents.

10. This Agreement is the entire Agreement between the parties; and any verbal statements not specifically incorporated into this written Agreement are abandoned, void and of no force and effect; and this written Agreement is the entire and only Agreement between the parties.

11. This Agreement shall be governed by and interpreted according to the laws of the Commonwealth of Pennsylvania.

In witness whereof, the parties hereto intending to be legally bound hereby have executed this Proposal, the day and year first above written.

WESTERN INVENTION SUBMISSION CORP.

WITNESSED BY WISC:

*Dominic Kyllka*  
Agent

INTROMARK INCORPORATED

WITNESSED BY INTROMARK INC.

*Dominic Kyllka*  
Agent

BY:

*M. P. [Signature]*  
Inventor/Client

Date:

10-7-99

BY:

*[Signature]*  
Co-Inventor/Client

Date:

10-7-99

Date of Execution: 10-7-99



## PATENT SERVICES ADDENDUM

The terms of this Addendum are hereby incorporated into the attached Submission Agreement. Whereas, Client wishes to have a patent application filed for Client's idea, invention or product pursuant to the patentability opinion letter dated Sept 15 1999, and at the same time have said idea, invention or product submitted to industry in the hope of obtaining a good faith review.

In consideration of the mutual promises and undertakings contained herein, it is mutually agreed as follows:

1. The patent services outlined in this Addendum will not begin until Client has paid a minimum of \$3,000 (U.S.) to WISC. If Client is applying for a utility patent, the first \$1,850 will be used for payment to WISC to begin its submission services. The next \$1,150 of this fee will be the fee for patent services held in a non-interest bearing escrow account for the benefit of and for periodic payment to a patent attorney/patent agent for professional patent attorney fees and drafting services. If Client is applying for a design patent, the first \$2,050 will be used for payment to WISC to begin its services. The next \$950 of this fee will be the fee for patent services held in a non-interest bearing escrow account for the benefit of and for periodic payment to patent attorney/patent agent for professional patent attorney fees and drafting services. These escrowed fees include all patent attorney/patent agent services involved in the preparation and prosecution of a utility or design application until a final determination of patentability is rendered by the Patent & Trademark Office.
2. Client understands that WISC does not receive a fee or commission from the patent attorney/patent agent. The attorney so engaged shall at all times be the attorney for and responsible to the Client.
3. In addition to the fees paid to WISC in connection with the patent submission services, Client will be responsible for all governmental fees, as defined in the attached outline, and any other related fees which may be required by the Patent and Trademark Office.
4. WISC is appointed Client's agent with full power and authority to engage for Client a patent attorney/patent agent to prepare and file in Client's name a utility and/or design patent application on Client's idea, invention or product.
5. WISC agrees to assist Client's so engaged patent attorney/patent agent by receiving necessary communications and information from Client and delivering any necessary documentation to the patent attorney/patent agent. Client should direct all questions of a legal nature to the patent attorney/patent agent.
6. Client understands that the fact that a patent attorney has determined Client's invention may be patentable does not mean it is marketable, and such determination should not be the basis upon which Client proceeds with WISC's submission program.
7. Client understands that neither WISC nor the patent attorney/patent agent can promise or guarantee that the U.S. Patent and Trademark Office will issue a patent to Client, and a patent can be denied at any time during the pendency period.

8. Client understands that frequently an idea, invention or product submitted by Client is basic in functional concept and/or design, and may require additional description, illustration, modification and/or refinement for proper presentation in a patent application filed in the U.S. Patent and Trademark Office. Client agrees to provide WISC with any requested and/or required information, if available, necessary to refine, modify, better illustrate or better describe Client's idea, invention or product.

9. Client understands that WISC cannot and does not participate in the legal activity associated with the seeking of patent protection and cannot guarantee the extent and/or scope of protection offered by any patent which may eventually be obtained for Client by Client's patent attorney/patent agent.

10. Client understands the difference between a utility patent and a design patent. A utility patent protects a new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, and a design patent protects any new, original and ornamental design for an article of manufacture. In a simplified sense, a utility patent on a product protects the function or structure of an invention or what it does, while a design patent protects the way it looks. Client understands this difference and indicates below this understanding by initialing the appropriate box below that the following type of patent application will be prepared and filed by a registered patent attorney/patent agent on his/her behalf:

<input checked="" type="checkbox"/> I understand that a Utility Patent Application will be filed on my behalf <u>MP LP</u> Client Initials	<input type="checkbox"/> I understand that a Design Patent Application will be filed on my behalf _____ Client Initials
--	---

11. Once the patent application has been filed on Client's behalf, WISC will mark your submission materials with the designation "patent pending." During that time, WISC will proceed with its efforts of preparing and attempting to submit Client's idea to industry on a confidential basis.

**WESTERN INVENTION  
SUBMISSION CORPORATION**

**WITNESSED BY WISC:**

Dennis Kuller  
Agent

Date: 10-7-99

Michael Riche  
Larissa Peto  
BY Inventor/Client

Date: 10-7-99

## U.S. PATENT AND TRADEMARK OFFICE FEES OUTLINE

The fees listed below are paid directly by Client to the U.S. Patent and Trademark Office. These fees are not included in the fees which WISC pays to the patent attorney/patent agent in applying for Client's patent. The patent attorney/patent agent will advise Client when these government fees are due and payable.

### UTILITY PATENT:

Basic filing fee: \$380 (U.S.)

This fee will normally be due approximately sixty days after the patent application process is begun.

Issue fee: \$605 (U.S.)

This fee will be due after the patent application is approved.

#### Maintenance fees:

due at 3.5 years after issuance of patent: \$ 470 (U.S.)

due at 7.5 years after issuance of patent: \$ 950 (U.S.)

due at 11.5 years after issuance of patent: \$1,455 (U.S.)

### DESIGN PATENT:

Basic filing fee: \$155 (U.S.)

This fee will normally be due approximately sixty days after the patent application process is begun.

Issue fee: \$215 (U.S.)

This fee will be due after the patent application is approved.

There are no maintenance fees for a design patent.

The above fees are set by the Patent and Trademark Office and are subject to change without notice. (The PTO generally raises the fees each October.)

WESTERN INVENTION  
SUBMISSION CORPORATION

WITNESSED BY WISC:

Agent

Date:

10-7-99

BY:

Inventor/Client

Date:

10-7-99

**INVENTION SUBMISSION CORPORATION**

217 Ninth Street

Pittsburgh, Pennsylvania 15222-3506

**Partial  
Payment  
Receipt**

Client Name <i>W. Lee F. to Peter</i>		File No. <i>RDC</i>	Date <i>10-7-77</i>
Total Cost of Services <i>125</i>	Previous Payments	Payment Received Today <i>100.00</i>	Balance Due <i>25.00</i>
Method of Payment <input type="checkbox"/> Check <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Credit (Type of Credit) <i>C/K # 10590   100.00   100.00</i>			
Authorized By Sales Representative <i>[Signature]</i>		Verification <i>[Signature]</i>	

White Copy - Accounting Dept.

Yellow Copy - Client

Pink Copy - Sales Representative

Client Info-006 © 1996 ISC

Exhibit "G"



UNIVERSAL FINANCE COMPANY, INC.

*Welcome to Universal Finance Company;  
we are glad to have you as a customer!*

We recently purchased your Retail Installment Contract from Invention Submission Corporation and have enclosed the executed copy for your records. We now wish to introduce you to our services and point out one very important benefit to you.

The box in the middle of the agreement provides you with information concerning your payments. It includes the number of payments you are to make, the amount of each installment and the date each payment is due in our office. **Please pay special attention to the first due date.** We are sure you want to get started on the right foot, and the best way to do that is to get in the habit of making your payments in a timely manner. To make it easy for you, we will send you a bill each month as a reminder.

We also want to explain the **Same As Cash Option**. Depending on the length of time of your contract with ISC, you have either 30 or 180 days in which to pay the cash price of your contract without any finance charges whatsoever. Even those finance charges which you pay in your regular monthly payments will be refunded to you if you pay in full within 30 or 180 days. This is quite a good credit deal for you if you are able to borrow the contract price at an interest rate lower than ours. ISC will still pay us a service handling fee, but you can save the difference. You may be able to use your credit union, an insurance policy or a home equity loan for this purpose.

Of course, this does not mean that you are excused from making payments during the first 30 or 180 days of your contract. We are giving you this friendly tip to provide you with the opportunity to save as much of the finance charges on your account as you possibly can.

If you have any questions at all about how to make this savings or any matter in your contract, please call us at 1-800-766-1110 and we will be happy to help you. We look forward to a pleasant relationship and thank you in advance for your prompt payment.

Sincerely,

Doug Raynor,  
Service Manager, Universal Finance Company

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P.O. BOX 363

PITTSBURGH, PA 15230

(800) 766-1110

(412) 338-5240

FAX (412) 338-0671

Oct 6, 1984

# RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT

SELLER: (NAME AND ADDRESS) <u>ISC</u> <u>903 Liberty Ave</u> <u>Pittsburgh, PA 15222</u>		FOR ASSIGNEE USE DO NOT WRITE IN THESE SPACES PURCHASE DATE <u>10-7-99</u> ACCOUNT NUMBER <u>RDE 374-188W</u>	
BUYER: (NAME AND ADDRESS) <u>Linda &amp; Mark Pitell</u> <u>27310 ROAD STREET</u> <u>PERRIS, CA 92570</u>		DESCRIPTION OF GOODS AND/OR SERVICES <u>SUBMISSION SERVICES</u> <u>patent (utility)</u> <u>Colon Brecken</u>	
		SHOW SERIAL NUMBERS AND LIST WARRANTIES	CASH PRICE
			\$ <u>9250</u>
			\$
			\$
DESCRIPTION OF TRADE IN (IF ANY)		SALES TAX	\$
<b>TERMS OF SALE</b> 1. CASH PRICE (TOTAL INCLUDING TAXES) \$ <u>9250</u> 2. TOTAL DOWNPAYMENT \$ CASH DOWNPAYMENT \$ <u>1000</u> TRADE IN \$ 3. UNPAID BALANCE OF CASH PRICE (1 MINUS 2) \$ 4. NET BALANCE DUE ON PRIOR ACCT. NO. \$ 5. TOTAL INSURANCE \$ 6. OFFICIAL FEES (IF ANY) \$			
SECURITY: YOU ARE GIVING A SECURITY INTEREST IN THE GOODS OR PROPERTY BEING PURCHASED. PREPAYMENT: IF YOU PAY OFF EARLY, YOU MAY BE ENTITLED TO A REFUND OF PART OF THE FINANCE CHARGE. LATE CHARGE: IF A PAYMENT IS LATE, YOU WILL BE CHARGED 5% OF THE PAYMENT. SUBJECT TO \$5.00 MAXIMUM, \$1.00 MINIMUM.		7. AMOUNT FINANCED (3+4+5+6) \$ <u>8250</u> The amount of credit provided to you or on your behalf. 8. FINANCE CHARGE \$ <u>1900.56</u> The dollar amount the credit will cost you 9. TOTAL OF PAYMENTS \$ <u>10150.56</u> The amount you will have paid after you have made all payments as scheduled. 10. TOTAL SALE PRICE (2+9) \$ <u>11150.56</u> The total cost of your purchase on credit, including your down payment of \$ 11. ANNUAL PERCENTAGE RATE <u>14</u> % The cost of your credit as a yearly rate	

This contract is being furnished as a courtesy service to sellers of goods and services in the state of Pennsylvania by:

UNIVERSAL FINANCE CO. INC.  
P.O. BOX 363  
PITTSBURGH, PA 15230

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

YOUR PAYMENT SCHEDULE WILL BE				
NO. OF PMTS.	AMOUNT OF PAYMENTS		WHEN PAYMENTS ARE DUE	OTHERS DUE SAME DAY EACH MONTH
	FIRST PAYMENT	REGULAR PAYMENT	FIRST DUE DATE	
<u>36</u>	\$ <u>281.76</u>	\$ <u>281.76</u>	<u>11, 7, 99</u>	

PAYMENT TERMS: In consideration of the sale and delivery of the above described Goods in good condition and/or performance of the above described Services in a satisfactory manner, which is hereby acknowledged by Buyer, Buyer will pay Seller or Seller's assigns the above Total of Payments in consecutive monthly payments in the number and amounts set forth above, beginning on the above stated First Due Date and thereafter on the same date of each succeeding month until said Total of Payments and all other amounts due or to become due hereunder have been paid.

LATE CHARGES: If Buyer fails to pay any scheduled payment hereon when due and such default continues for more than 10 days, Seller or holder may charge and collect a default charge not to exceed 5% of such defaulted payment or \$5.00, whichever is less. Minimum default charge \$1.00.

PREPAYMENT REFUNDS: This contract may be prepaid in whole or in part at any time, and in the event of prepayment in full prior to the Maturity Date hereof, Seller or holder will credit Buyer with the unearned FINANCE CHARGE computed by applying the Annual Percentage Rate stated herein, according to the actuarial method, to the unpaid balances of amount financed as originally scheduled, for the unexpired periods following prepayment.

SECURITY INTEREST: Seller or holder shall retain title to said Goods and have a purchase money security interest therein under the Uniform Commercial Code until the Total of Payments and all other amounts due from Buyer hereunder have been paid in full.

Buyer acknowledges that he has notice of the intended assignment of Seller's rights hereunder and in any goods covered hereby to Holder and agrees that upon receipt of notice of the assignment, Buyer will render performance of his obligations hereunder to Holder. Upon such assignment, Holder's rights hereunder shall be free to all causes of action and defenses which Buyer may have against Seller, if within 45 days of Holder's mailing notice of assignment to Buyer, pursuant to Section 402 of the Goods and Services Installment Act (Penna.). Holder receives no written notice from Buyer of facts giving rise to any claim or defense. Seller may at its option add to this Contract subsequent purchases made by Buyer, and if Seller does so, the Total of Payments of this Contract shall be increased by the Amount Financed under the subsequent sale or sales and all FINANCE CHARGES and installment payments shall be increased proportionately provided that the Consolidated Total of Payments shall include the additional cost of premiums continuing in force until the due date of the final installment of the Consolidated Total of Payments, any Insurance coverage provided for herein, together with official fees. All terms and conditions of this Contract shall equally apply to said sale or sales and Buyer agrees that any goods purchased under this Contract shall be security for the goods and/or services purchased under the subsequent Contract but only until such time as the Deferred Payment Price under this Contract is fully paid.

Buyer acknowledges and agrees that the Additional Provisions of this contract which are printed on the reverse side hereof are a part of this contract by this reference thereto.

NOTICE TO THE BUYER: DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THE CONTRACT YOU SIGN, UNDER THE LAW. YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND UNDER CERTAIN CONDITIONS TO OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE. KEEP THIS CONTRACT TO PROTECT YOUR LEGAL RIGHTS.

BUYER ACKNOWLEDGES RECEIPT OF A COMPLETELY EXECUTED COPY OF THIS RETAIL INSTALLMENT CONTRACT.

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION

SELLER  
(Sign Here)  
Wisc  
(Seal)  
By Bonnie Kuller  
(Seal)  
Owner, Officer or Firm Member

BUYER  
(Sign Here)  
[Signature] (Seal)  
Spouse or Co-Buyer: [Signature] (Seal)  
Co-Maker \_\_\_\_\_ (Seal)

Date of Contract Execution

## NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

ORIGINAL COPY - White

NOTICE COPY - Canary

SELLER'S COPY - Pink

BUYER'S COPY - Goldenrod

# UFC

UNIVERSAL FINANCE COMPANY, INC.

*Welcome to Universal Finance Company;  
we are glad to have you as a customer!*

We recently purchased your Retail Installment Contract from Invention Submission Corporation and have enclosed the executed copy for your records. We now wish to introduce you to our services and point out one very important benefit to you.

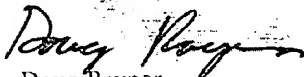
The box in the middle of the agreement provides you with information concerning your payments. It includes the number of payments you are to make, the amount of each installment and the date each payment is due in our office. **Please pay special attention to the first due date.** We are sure you want to get started on the right foot, and the best way to do that is to get in the habit of making your payments in a timely manner. To make it easy for you, we will send you a bill each month as a reminder.

We also want to explain the **Same As Cash Option**. Depending on the length of time of your contract with ISC, you have either 30 or 180 days in which to pay the cash price of your contract without any finance charges whatsoever. Even those finance charges which you pay in your regular monthly payments will be refunded to you if you pay in full within 30 or 180 days. This is quite a good credit deal for you if you are able to borrow the contract price at an interest rate lower than ours. ISC will still pay us a service handling fee, but you can save the difference. You may be able to use your credit union, an insurance policy or a home equity loan for this purpose.

Of course, this does not mean that you are excused from making payments during the first 30 or 180 days of your contract. We are giving you this friendly tip to provide you with the opportunity to save as much of the finance charges on your account as you possibly can.

If you have any questions at all about how to make this savings or any matter in your contract, please call us at 1-800-766-1110 and we will be happy to help you. We look forward to a pleasant relationship and thank you in advance for your prompt payment.

Sincerely,



Doug Raynor,  
Service Manager, Universal Finance Company

---

P.O. BOX 363

PITTSBURGH, PA 15230

(800) 766-1110

(412) 338-5240

FAX (412) 338-0671

exhibit "I"

# RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT

SELLER (NAME AND ADDRESS) <b>ISC</b> <b>903 LIBERTY AVE</b> <b>PITTSBURGH, PA 15222</b>		FOR ASSIGNEE USE DO NOT WRITE IN THESE SPACES PURCHASE DATE <b>10-28-99</b> ACCOUNT NUMBER <b>RDE 314 213 188 W</b>	
BUYER (NAME AND ADDRESS) <b>MARK &amp; LINDA PATEL</b> <b>27316 READ ST</b> <b>PERRIS, CA 92570</b>		DESCRIPTION OF GOODS AND/OR SERVICES <b>SUBMISSION SERVICE</b> <b>Utility Patent</b> <b>Col. Bl. Churn</b>	CASH PRICE <b>\$9250</b> <b>\$</b> <b>\$</b> <b>\$</b>
		*DESCRIPTION OF TRADE IN (IF ANY) <b>TERMS OF SALE</b>	SALES TAX <b>\$</b>
		1. CASH PRICE (TOTAL INCLUDING TAXES) <b>\$9250.00</b> 2. TOTAL DOWNPAYMENT <b>\$3000.00</b> CASH DOWNPAYMENT <b>\$3000</b> TRADE IN \$ <b>\$</b> 3. UNPAID BALANCE OF CASH PRICE (1 MINUS 2) <b>\$6250.00</b> 4. NET BALANCE DUE ON PRIOR ACCT. NO. <b>\$</b> 5. TOTAL INSURANCE <b>\$</b> 6. OFFICIAL FEES (IF ANY) <b>\$</b>	
		7. AMOUNT FINANCED (3+4+5+6) <b>\$6250.00</b> The amount of credit provided to you or on your behalf.	
		8. FINANCE CHARGE <b>\$1009.76</b> The dollar amount the credit will cost you	
		9. TOTAL OF PAYMENTS <b>\$7259.76</b> The amount you will have paid after you have made all payments as scheduled.	
		10. TOTAL SALE PRICE (2+9) <b>\$10259.76</b> The total cost of your purchase on credit, including your down payment of \$	
		11. ANNUAL PERCENTAGE RATE <b>10 %</b> The cost of your credit as a yearly rate	

This contract is being furnished as a courtesy service to sellers of goods and services in the state of Pennsylvania by:

UNIVERSAL FINANCE CO. INC.  
P.O. BOX 363  
PITTSBURGH, PA 15230

SECURITY: YOU ARE GIVING A SECURITY INTEREST IN THE GOODS OR PROPERTY BEING PURCHASED.

PREPAYMENT: IF YOU PAY OFF EARLY, YOU MAY BE ENTITLED TO A REFUND OF PART OF THE FINANCE CHARGE.

LATE CHARGE: IF A PAYMENT IS LATE, YOU WILL BE CHARGED 5% OF THE PAYMENT. SUBJECT TO \$5.00 MAXIMUM, \$1.00 MINIMUM.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

YOUR PAYMENT SCHEDULE WILL BE				
NO. OF PMTS.	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE	OTHERS DUE SAME DAY EACH MONTH	
FIRST PAYMENT	REGULAR PAYMENT	FIRST DUE DATE		
36	\$201.66	11/28/99		

PAYMENT TERMS: In consideration of the sale and delivery of the above described Goods in good condition and/or performance of the above described Services in a satisfactory manner, which is hereby acknowledged by Buyer, Buyer will pay Seller or Seller's assigns the above Total of Payments in consecutive monthly payments in the number and amounts set forth above, beginning on the above stated First Due Date and thereafter on the same date of each succeeding month until said Total of Payments and all other amounts due or to become due hereunder have been paid.

LATE CHARGES: If Buyer fails to pay any scheduled payment hereon when due and such default continues for more than 10 days, Seller or holder may charge and collect a default charge not to exceed 5% of such defaulted payment or \$5.00, whichever is less. Minimum default charge \$1.00.

PREPAYMENT REFUNDS: This contract may be prepaid in whole or in part at any time, and in the event of prepayment in full prior to the Maturity Date hereof, Seller or holder will credit Buyer with the unearned FINANCE CHARGE computed by applying the Annual Percentage Rate stated herein, according to the actuarial method, to the unpaid balances of amount financed as originally scheduled, for the unexpired periods following prepayment.

SECURITY INTEREST: Seller or holder shall retain title to said Goods and have a purchase money security interest therein under the Uniform Commercial Code until the Total of Payments and all other amounts due from Buyer hereunder have been paid in full.

Buyer acknowledges that he has notice of the intended assignment of Seller's rights hereunder and in any goods covered hereby to Holder and agrees that upon receipt of notice of the assignment, Buyer will render performance of his obligations hereunder to Holder. Upon such assignment, Holder's rights hereunder shall be free to all causes of action and defenses which Buyer may have against Seller, if within 45 days of Holder's mailing notice of assignment to Buyer, pursuant to Section 402 of the Goods and Services Installment Act (Penna.). Holder receives no written notice from Buyer of facts giving rise to any claim or defense. Seller may at its option add to this Contract subsequent purchases made by Buyer, and if Seller does so, the Total of Payments of this Contract shall be increased by the Amount Financed under the subsequent sale or sales and all FINANCE CHARGES and installment payments shall be increased proportionately provided that the Consolidated Total of Payments shall include the additional cost of premiums continuing in force until the due date of the final installment of the Consolidated Total of Payments, any insurance coverage provided for herein, together with official fees. All terms and conditions of this Contract shall equally apply to said sale or sales and Buyer agrees that any goods purchased under this Contract shall be security for the goods and/or services purchased under the subsequent Contract but only until such time as the Deferred Payment Price under this Contract is fully paid.

Buyer acknowledges and agrees that the Additional Provisions of this contract which are printed on the reverse side hereof are a part of this contract by this reference thereto.

NOTICE TO THE BUYER: DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THE CONTRACT YOU SIGN. UNDER THE LAW YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND UNDER CERTAIN CONDITIONS TO OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE. KEEP THIS CONTRACT TO PROTECT YOUR LEGAL RIGHTS.

BUYER ACKNOWLEDGES RECEIPT OF A COMPLETELY EXECUTED COPY OF THIS RETAIL INSTALLMENT CONTRACT.

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION

SELLER (Sign Here) [Signature] (Seal)  
By [Signature] (Seal)  
Owner, Officer or Firm Member

BUYER (Sign Here) [Signature] (Seal)  
Spouse or Co-Buyer [Signature] (Seal)  
Co-Maker [Signature] (Seal)

Date of Contract Execution

## NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

ORIGINAL COPY - White

NOTICE COPY - Canary

SELLER'S COPY - Pink

BUYER'S COPY - Goldenrod



# UFC

## UNIVERSAL FINANCE COMPANY, INC.

P.O. BOX 363    PITTSBURGH, PA. 15230    (800) 766-1110    (412) 338-5240    FAX (412) 338-0671

LINDA AND MARK PITRELL  
27416 ROAD STREET  
DERRIS, CA 92750

Due Date 11-07-99

Account # 374188W

Amt. Due 181.96

PLEASE RETURN THIS SECTION WITH YOUR PAYMENT AND WRITE ACCOUNT # ON CHECK OR MONEY ORDER.

DATE	TOTAL PAYMENT	LATE CHARGE	PRINCIPAL	OLD BALANCE	NEW BALANCE	ACCOUNT#	NEXT PAYMENT DUE
					10150.96	374188W	11-07-99
<p>For your convenience call us now to sign up for Direct Withdrawal Payments.</p> <p>Thank you for your prompt payment.</p> <p>Payment by VISA or MASTERCARD accepted.</p>							

**PREPAYMENT:** If you pay off early, you may be entitled to a refund of part of the finance charge.

**LATE CHARGE:** If a payment is late, you will be charged 5% of the payment, subject to \$5.00 maximum, \$1.00 minimum

**KEEP THIS SECTION FOR YOUR RECORDS**

exhibit "J"



UNIVERSAL FINANCE COMPANY, INC.

11-24-99

LINDA AND MARK PITELL  
27310 READ STREET  
PERRIS, CA 52750

RE: FILE # 374188W

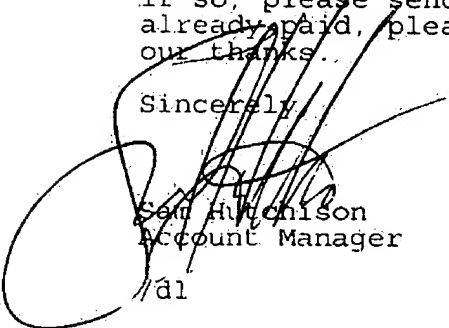
Dear Customer:

Just a reminder...

Did you overlook your account with us?

If so, please send us your check at once. If you have  
already paid, please disregard this reminder and accept  
our thanks.

Sincerely,



Sen Hutchinson  
Account Manager

/dl



# UNIVERSAL FINANCE COMPANY, INC.

P.O. BOX 363 PITTSBURGH, PA. 15230 (800) 766-1110 (412) 338-5240 FAX (412) 338-0671

LINDA AND MARK PETRELL  
27310 ROAD STREET  
PERRIS, CA 92370

Due Date 12-07-99

Account # 374188W

Amt. Due 568.92

PLEASE RETURN THIS SECTION WITH YOUR PAYMENT AND WRITE ACCOUNT # ON CHECK OR MONEY ORDER.

DATE	TOTAL PAYMENT	LATE CHARGE	PRINCIPAL	OLD BALANCE	NEW BALANCE	ACCOUNT#	NEXT PAYMENT DUE
					10150.56	374188W	12-07-99
For your convenience call us now to sign up for Direct Withdrawal Payments. Your account is past due. Please send your payment now. Payment by VISA or MASTERCARD accepted.							

**PREPAYMENT:** If you pay off early, you may be entitled to a refund of part of the finance charge.

**LATE CHARGE:** If a payment is late, you will be charged 5% of the payment, subject to \$5.00 maximum, \$1.00 minimum

**KEEP THIS SECTION FOR YOUR RECORDS**

# UFC

## UNIVERSAL FINANCE COMPANY, INC.

P.O. BOX 363    PITTSBURGH, PA. 15230    (800) 766-1110    (412) 338-5240    FAX (412) 338-0671

LINDA AND MARK PITELL  
27310 READ STREET  
PERRIS, CA 52750

Due Date 01-07-00

Account # 374188W

Amt. Due 855.88

PLEASE RETURN THIS SECTION WITH YOUR PAYMENT AND WRITE ACCOUNT # ON CHECK OR MONEY ORDER.

DATE	TOTAL PAYMENT	LATE CHARGE	PRINCIPAL	OLD BALANCE	NEW BALANCE	ACCOUNT#	NEXT PAYMENT DUE
					0.00	374188W	01-07-00
<p>For your convenience call us now to sign up for Direct Withdrawal Payments.</p> <p>Your account is past due. Please send your payment now. Payment by VISA or MASTERCARD accepted.</p>							

**PREPAYMENT:** If you pay off early, you may be entitled to a refund of part of the finance charge.

**LATE CHARGE:** If a payment is late, you will be charged 5% of the payment, subject to \$5.00 maximum, \$1.00 minimum

**KEEP THIS SECTION FOR YOUR RECORDS**

# UFC

UNIVERSAL FINANCE COMPANY, INC.

LINDA & MARK PITELL  
27310 READ ST.  
PERRIS CA 527550

Re: Account #374213W

SAVE \$1,009.76 IN INTEREST!  
EXERCISE YOUR 6 MONTH SAME AS CASH OPTION!!!

When you obtained your loan with UFC on 10-07-99, we provided you with a 180 Day Same As Cash Option which will expire on 04-07-00. After this date, you will be responsible for not only the interest that will be accrued after this date, but also for the interest already earned on your account within the past few months!!!

Amount Financed	\$ 6,250.00
+ Interest	1,009.76
Total Contract	\$ 7,259.76
- Paid on Account	806.64
+ Late Fees	5.00
	-----
TOTAL CONTRACT PRICE	\$ 6,458.12

Amount Financed	\$ 6,250.00
- Paid On Account	806.64
+ Late Fees	5.00
	-----
TOTAL PAY-OFF WITH OPTION	\$ 5,448.36

Exercise your option! Send your payoff of \$5448.36 by 04-07-00 and save \$1009.76 in interest!

If you have any questions regarding our calculations, give us a call at the number listed below!

Sincerely,

  
Your Friends At Universal Finance

DATE	TOTAL PAYMENT	LATE CHARGE	PRINCIPAL	OLD BALANCE	NEW BALANCE	ACCOUNT#	NEXT PAYMENT DUE
					7154.74	374213W	12-28-99
<p>For your convenience call us now to sign up for Direct Withdrawal Payments.</p> <p>Thank you for your prompt payment.</p> <p><u>Payment by VISA or MASTERCARD accepted.</u></p>							

**PREPAYMENT:** If you pay off early, you may be entitled to a refund of part of the finance charge.

**LATE CHARGE:** If a payment is late, you will be charged 5% of the payment, subject to \$5.00 maximum, \$1.00 minimum

**KEEP THIS SECTION FOR YOUR RECORDS**

DATE	TOTAL PAYMENT	LATE CHARGE	PRINCIPAL	OLD BALANCE	NEW BALANCE	ACCOUNT#	NEXT PAYMENT DUE
11-29-99	201.66	0.00	201.66	7259.76	7058.10	374213W	12-28-99
<p>For your convenience call us now to sign up for Direct Withdrawal Payments.</p> <p>Thank you for your prompt payment.</p> <p><u>Payment by VISA or MASTERCARD accepted.</u></p>							

**PREPAYMENT:** If you pay off early, you may be entitled to a refund of part of the finance charge.

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**KEEP THIS SECTION FOR YOUR RECORDS**

PLEASE RETURN THIS SECTION WITH YOUR PAYMENT AND WRITE ACCOUNT # ON CHECK OR MONEY ORDER

DATE	TOTAL PAYMENT	LATE CHARGE	PRINCIPAL	OLD BALANCE	NEW BALANCE	ACCOUNT#	NEXT PAYMENT DUE
12-28-99	201.66	0.00	201.66	7058.10	6856.44	374213W	01-28-00
<p>For your convenience call us now to sign up for Direct Withdrawal Payments.</p> <p>Thank you for your prompt payment.</p> <p><u>Payment by VISA or MASTERCARD accepted.</u></p>							

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**KEEP THIS SECTION FOR YOUR RECORDS**

DATE	TOTAL PAYMENT	LATE CHARGE	PRINCIPAL	OLD BALANCE	NEW BALANCE	ACCOUNT#	NEXT PAYMENT DUE
01-31-00	201.66	0.00	201.66	6856.44	6654.78	374213W	02-28-00
<p>For your convenience call us now to sign up for Direct Withdrawal Payments.</p> <p>Thank you for your prompt payment. Payment by VISA or MASTERCARD accepted.</p>							

**PREPAYMENT:** If you pay off early, you may be entitled to a refund of part of the finance charge.  
**LATE CHARGE:** If a payment is late, you will be charged 5% of the payment, subject to \$5.00 maximum, \$1.00 minimum

**KEEP THIS SECTION FOR YOUR RECORDS**

PLEASE

AND WRITE ACCOUNT # ON CHECK OR MONEY ORDER

DATE	TOTAL PAYMENT	LATE CHARGE	PRINCIPAL	OLD BALANCE	NEW BALANCE	ACCOUNT#	NEXT PAYMENT DUE
02-17-00	201.66	0.00	201.66	6654.78	6453.12	374213W	03-28-00
<p>For your convenience call us now to sign up for Direct Withdrawal Payments.</p> <p>Thank you for your prompt payment. Payment by VISA or MASTERCARD accepted.</p>							

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DATE	TOTAL PAYMENT	LATE CHARGE	PRINCIPAL	OLD BALANCE	NEW BALANCE	ACCOUNT#	NEXT PAYMENT DUE
02-17-00	201.66	0.00	201.66	6654.78	6453.12	374213W	04-28-00
<p>For your convenience call us now to sign up for Direct Withdrawal Payments.</p> <p>Your account is past due. Please send your payment now. Payment by VISA or MASTERCARD accepted.</p>							

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**KEEP THIS SECTION FOR YOUR RECORDS**

DATE	TOTAL PAYMENT	LATE CHARGE	PRINCIPAL	OLD BALANCE	NEW BALANCE	ACCOUNT#	NEXT PAYMENT DUE
05-01-00	201.66	0.00	201.66	6251.46	6049.80	374213W	05-28-00
For your convenience call us now to sign up for Direct Withdrawal Payments. Thank you for your prompt payment. Payment by VISA or MASTERCARD accepted.							

**PREPAYMENT:** If you pay off early, you may be entitled to a refund of part of the finance charge.  
**LATE CHARGE:** If a payment is late, you will be charged 5% of the payment, subject to \$5.00 maximum, \$1.00 minimum

**KEEP THIS SECTION FOR YOUR RECORDS**

DATE	TOTAL PAYMENT	LATE CHARGE	PRINCIPAL	OLD BALANCE	NEW BALANCE	ACCOUNT#	NEXT PAYMENT DUE
06-05-00	201.66	0.00	201.66	6049.80	5848.14	374213W	06-28-00
For your convenience call us now to sign up for Direct Withdrawal Payments. Thank you for your prompt payment. Payment by VISA or MASTERCARD accepted.							

**PREPAYMENT:** If you pay off early, you may be entitled to a refund of part of the finance charge.  
**LATE CHARGE:** If a payment is late, you will be charged 5% of the payment, subject to \$5.00 maximum, \$1.00 minimum

**KEEP THIS SECTION FOR YOUR RECORDS**

DATE	TOTAL PAYMENT	LATE CHARGE	PRINCIPAL	OLD BALANCE	NEW BALANCE	ACCOUNT#	NEXT PAYMENT DUE
07-03-00	201.66	0.00	201.66	5848.14	5646.48	374213W	07-28-00
For your convenience call us now to sign up for Direct Withdrawal Payments. Thank you for your prompt payment. Payment by VISA or MASTERCARD accepted.							

**PREPAYMENT:** If you pay off early, you may be entitled to a refund of part of the finance charge.  
**LATE CHARGE:** If a payment is late, you will be charged 5% of the payment, subject to \$5.00 maximum, \$1.00 minimum

**KEEP THIS SECTION FOR YOUR RECORDS**



*RDE 213*

DATE	TOTAL PAYMENT	LATE CHARGE	PRINCIPAL	OLD BALANCE	NEW BALANCE	ACCOUNT#	NEXT PAYMENT DUE
07-26-00	201.66	0.00	201.66	5546.40	5444.82	374213W	08-28-00
<p>For your convenience call us now to sign up for Direct Withdrawal Payments.</p> <p>Thank you for your prompt payment. Payment by VISA or MASTERCARD accepted.</p>							

**PREPAYMENT:** If you pay off early, you may be entitled to a refund of part of the finance charge.

**LATE CHARGE:** If a payment is late, you will be charged 5% of the payment, subject to \$5.00 maximum, \$1.00 minimum

**KEEP THIS SECTION FOR YOUR RECORDS**

DATE	TOTAL PAYMENT	LATE CHARGE	PRINCIPAL	OLD BALANCE	NEW BALANCE	ACCOUNT#	NEXT PAYMENT DUE
09-01-00	201.66	0.00	201.66	5444.82	5243.16	374213W	09-28-00
<p>For your convenience call us now to sign up for Direct Withdrawal Payments.</p> <p>Thank you for your prompt payment. Payment by VISA or MASTERCARD accepted.</p>							

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**LATE CHARGE:** If a payment is late, you will be charged 5% of the payment, subject to \$5.00 maximum, \$1.00 minimum

**KEEP THIS SECTION FOR YOUR RECORDS**

DATE	TOTAL PAYMENT	LATE CHARGE	PRINCIPAL	OLD BALANCE	NEW BALANCE	ACCOUNT#	NEXT PAYMENT DUE
09-28-00	201.66	0.00	201.66	5243.16	5041.50	374213W	10-28-00
<p>For your convenience call us now to sign up for Direct Withdrawal Payments.</p> <p>Thank you for your prompt payment. Payment by VISA or MASTERCARD accepted.</p> <p><i>RDE 188</i></p>							

**PREPAYMENT:** If you pay off early, you may be entitled to a refund of part of the finance charge.

**LATE CHARGE:** If a payment is late, you will be charged 5% of the payment, subject to \$5.00 maximum, \$1.00 minimum

**KEEP THIS SECTION FOR YOUR RECORDS**

DATE	TOTAL PAYMENT	LATE CHARGE	PRINCIPAL	OLD BALANCE	NEW BALANCE	ACCOUNT#	NEXT PAYMENT DUE
01-08-01	201.66	5.00	196.66	4638.18	4441.52	374213W	01-28-01
<p>For your convenience call us now to sign up for Direct Withdrawal Payments.</p> <p>Thank you for your prompt payment. Payment by VISA or MASTERCARD accepted.</p>							

**PREPAYMENT:** If you pay off early, you may be entitled to a refund of part of the finance charge.

**LATE CHARGE:** If a payment is late, you will be charged 5% of the payment, subject to \$5.00 maximum, \$1.00 minimum

**KEEP THIS SECTION FOR YOUR RECORDS**

DATE	TOTAL PAYMENT	LATE CHARGE	PRINCIPAL	OLD BALANCE	NEW BALANCE	ACCOUNT#	NEXT PAYMENT DUE
06-06-01	206.66	0.00	206.66	3634.88	3428.22	374213W	07-28-01
<p>For your convenience call us now to sign up for Direct Withdrawal Payments.</p> <p>Your account is past due. Please send your payment now. Payment by VISA or MASTERCARD accepted.</p>							

**PREPAYMENT:** If you pay off early, you may be entitled to a refund of part of the finance charge.

**LATE CHARGE:** If a payment is late, you will be charged 5% of the payment, subject to \$5.00 maximum, \$1.00 minimum

**KEEP THIS SECTION FOR YOUR RECORDS**

DATE	TOTAL PAYMENT	LATE CHARGE	PRINCIPAL	OLD BALANCE	NEW BALANCE	ACCOUNT#	NEXT PAYMENT DUE
08-07-01	201.66	0.00	201.66	3231.56	3029.90	374213W	09-28-01
<p>For your convenience call us now to sign up for Direct Withdrawal Payments.</p> <p>Your account is past due. Please send your payment now. Payment by VISA or MASTERCARD accepted.</p>							

**PREPAYMENT:** If you pay off early, you may be entitled to a refund of part of the finance charge.

**LATE CHARGE:** If a payment is late, you will be charged 5% of the payment, subject to \$5.00 maximum, \$1.00 minimum

**KEEP THIS SECTION FOR YOUR RECORDS**



# Kaardal & Associates, PC

Attorneys At Law

3500 South First Avenue Circle - Suite 250  
Sioux Falls, South Dakota 57105-5708

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COPYRIGHTS

March 2, 2000

Mark P Pitell  
27310 Read St  
Perris CA 92570

Linda L Pitell  
27310 Read St  
Perris CA 92570

Re: Proposed U.S. Utility Patent Application Administration Information and Drawings  
Title: **SNUFFER**  
Client File No.: RDE213  
K&A File No.: 99-1870

Dear Mark and Linda:

We are the patent law firm that will be preparing the patent application for your invention. The purpose of this letter is to provide you with the information we have received for use in the preparation of your patent application.

Exhibit A is a print out of the data we have received for use in the preparation of your patent application. Please review this information to be sure it is correct.

Exhibit B is the package of drawings that we have directed Above Board Drafting to prepare for your patent application. We will be using these drawings to prepare your patent application. Copies of these drawings will be filed in the Patent and Trademark Office as part of your application.

We request that you review these drawings to ensure that they provide an accurate and complete representation of your invention. We will be adding reference numerals to the drawings when the text of your application is being written. Any handwriting that is shown on the drawings will not be on the drawings when they are filed (except for the "FIG." numbering). Please note if these handwritten labels accurately describe the element, detail or feature of the invention they are associated with and clearly print labels for all other elements, details or features as drawn. When writing the patent application, we use these labels as a guide in our preparation of your documents. To have the best chance of securing patent

Telephone: (605) 336-9446

[patent@kaardal.com](mailto:patent@kaardal.com)

Fax: (605) 336-1931



Exhibit "L"

protection for your invention, every element, detail or feature that you consider unique or distinctive must be represented in the drawings. If any unique or distinctive element, detail or feature is not represented, or if you feel that any unique or distinctive element, detail or feature is not completely or fully represented, we need to know of any corrections or changes as soon as possible. Please do not assume that any changes that you have sent to Invention Submission Corporation or its representatives have automatically reached our firm, as the enclosed drawings in most cases are based upon the latest information that we have received. If these drawings are incorrect, you are responsible for telling us of the changes or additions that are necessary.

Enclosed with this letter is an acknowledgement slip with an additional set of copies of Exhibits A and B attached to the approval slip. **You must return the Acknowledgement slip with the copies of the Exhibits to our office before we will begin the preparation of your patent application.**

If the information in both Exhibits A and B are correct, please sign and date the acknowledgement slip below and return it with the attached copies of Exhibit A and B to our office within 21 days from the date of this letter in the enclosed envelope. (Note: Your approval must be received in writing--we cannot accept approvals by phone.)

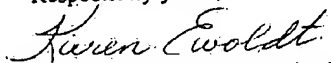
However, if you have changes that need to be made to the data or drawings, please send as much information about the changes, additions or deletions to us within 21 days from the date of this letter. Changes in the data or drawings are most effectively communicated to us by making the changes in red or blue ink **directly** on the copies of Exhibits A and B attached to the acknowledgement slip, and then mailing or faxing them to us at the above location **with your file number clearly marked** on any communication to our office. If you decide to fax corrected drawings to our office, please make sure that the markings are dark and clear or the fax we receive may not be understandable.

It is VERY IMPORTANT that you do not delay in responding to this letter. Any delay on your part in responding to this request can only delay the preparation of your application. **If you do not promptly notify us within 21 days of the date of this letter, we may begin preparing your application using the above data and drawings.** If the above data or drawings are incorrect, and you have failed to notify us of the needed changes in the data or drawings within the **21 day** period, **additional fees for attorney time and/or drawing revisions may be required** to complete any changes, additions or other revisions in the application that has been prepared based upon the incorrect data or drawings. If you respond promptly to this letter, you can avoid additional fees.

If you are **not able to reply** with all the information on the needed changes within 21 days from the date of this letter, please contact our office within the 21 day period and let us know that the preparation of the application should not begin until you are able to supply us with the needed information. This timely notification will help avoid the incurring of additional fees for revising your application.

Thank you again for allowing us to assist you in prosecuting your patent application. We are excited to be working with you.

Respectfully yours,

A handwritten signature in cursive script that reads "Karen Ewoldt".

Karen Ewoldt, Client Service Representative

For the Firm

Encls. Exhibit A - Administrative Information / Exhibit B - Patent Drawings / Return Envelope

**YOUR COPY TO KEEP!**

K&A No.: 99-1870  
Client No.: RDE213

**EXHIBIT A**

(Names **MUST** be your legal signing name.)

Title: **SNUFFER**  
Please note that this "title" has been taken from your initial disclosure form. When we write your patent application, we may select a descriptive technical title for use in the application (only) in order to conform to Patent and Trademark Office rules. Marketing names and potential trademarks are generally not appropriate for the title of a patent application.

**FIRST INVENTOR INFORMATION**

NAME: Mark P Pitell  
MAILING ADDRESS: 27310 Read St  
Perris CA 92570  
CITIZENSHIP: United States Of America  
TELEPHONE NO. HOME: (909) 657-1533  
WORK:

**SECOND INVENTOR INFORMATION**

NAME: Linda L Pitell  
MAILING ADDRESS: 27310 Read St  
Perris CA 92570  
CITIZENSHIP: United States Of America  
TELEPHONE NO. HOME: (909) 657-1533  
WORK:

Disclosure of the true inventors of an invention described in a patent application is very important. Inventorship is a complicated issue that is ultimately determined by the contributions of individual persons to the subject matter of the claims in the patent application. Inventors are usually persons who make an intellectual contribution to the

conception of the invention. Typically, an inventor of an invention is NOT:

- 1) a person who merely suggests a desirable result for an invention (without knowing a way of accomplishing that result),
- 2) a person whose contribution to the invention was merely following the directions of another person, or
- 3) a person whose only contribution to the invention was monetary or moral or emotional support to the inventors.

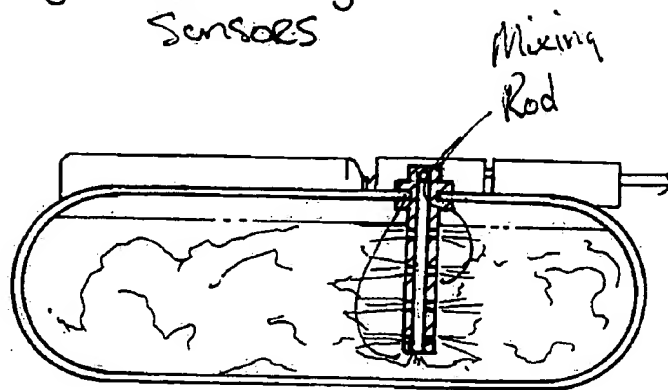
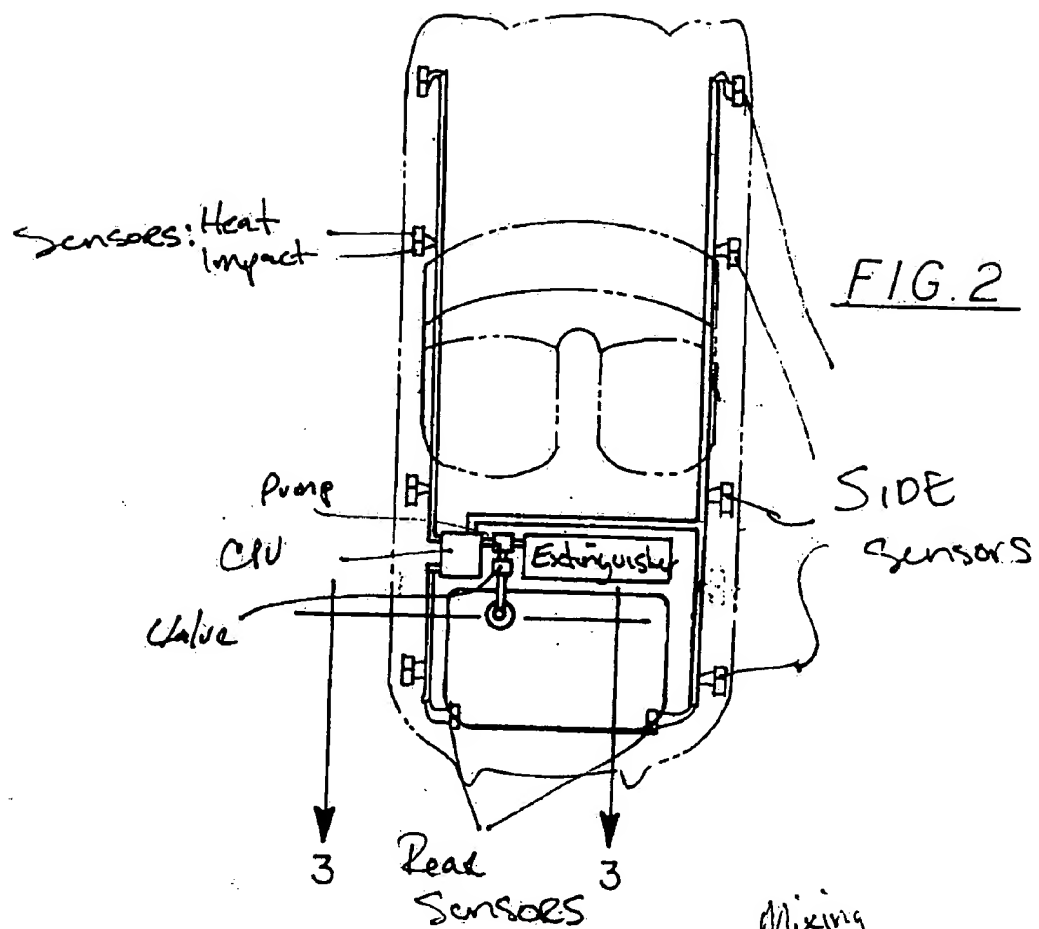
**IMPORTANT:** If a patent application issues as a patent with the inventors **INCORRECTLY** identified, the patent will most likely be held **INVALID** for incorrect inventorship. Therefore, it is extremely important that all persons who qualify as inventors are named as inventors in the patent application, and it is equally important that no persons are named in the application who do not qualify as inventors.

Please do not confuse “**inventorship**” of an invention with “**ownership**” of the invention (or ownership of a patent application for that invention). If a person is not an inventor as defined by the law, you cannot transfer ownership to a non-inventor by listing the non-inventor as an inventor of the invention. Further, a patent application cannot be used to create a partnership or other legal relationship between inventors and other “non-inventors”. Ownership of the invention and the patent application are controlled by a separate agreement called an “assignment”. For an additional fee, we can prepare an assignment document for you.

Please contact our office if you have any questions as to the inventorship of your invention.







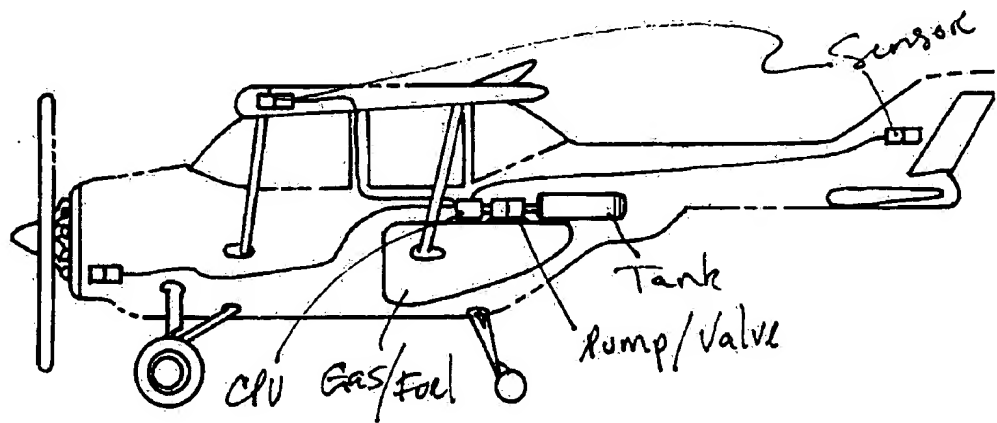


FIG. 4

## DECLARATION AND POWER OF ATTORNEY

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name,

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled

### VEHICLE FIRE EXTINGUISHER SYSTEM

the specification of which is attached hereto.

I further state that I do not know and do not believe that the above-named invention has ever been known or used in the United States before my invention thereof, or patented or described in any printed publication in any country before my invention thereof, or in public use or on sale in the United States more than one year prior to this application; that the invention has not been patented or made the subject of any inventor's certificate in any country foreign to the United States on any application filed by me or my legal representatives or assigns more than one (1) year prior to this application; and that no application for patent or inventor's certificate on the invention has been filed by me or my representatives or assigns in any country foreign to the United States, except as identified below.

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment if applicable.

I acknowledge the duty to disclose information to the Patent and Trademark Office all information known to me to be material to the examination of this application in accordance with Title 37, Code of Federal Regulations, Section 1.56.

I hereby claim foreign priority benefits under Title 35, United States Code, Section 119(a)-(d) or Section 365(b) of any foreign application(s) for patent or inventor's certificate, or Section 365(a) of any PCT International application which designated at least one country other than the United States, listed below and have also identified below any foreign application for patent or inventor's certificate or PCT International application having a filing date before that of the application on which priority is claimed:

Prior Foreign Application(s)

Priority Claimed

ה'תש"ח, י"ב, י"ג, י"ד, י"ה, י"ו, י"ז, י"ח, י"ט, כ', כ"א, כ"ב, כ"ג, כ"ד, כ"ה, כ"ו, כ"ז, כ"ח, כ"ט, ל', ל"א, ל"ב, ל"ג, ל"ד, ל"ה, ל"ו, ל"ז, ל"ח, ל"ט, מ', מ"א, מ"ב, מ"ג, מ"ד, מ"ה, מ"ו, מ"ז, מ"ח, מ"ט, נ', נ"א, נ"ב, נ"ג, נ"ד, נ"ה, נ"ו, נ"ז, נ"ח, נ"ט, ס', ס"א, ס"ב, ס"ג, ס"ד, ס"ה, ס"ו, ס"ז, ס"ח, ס"ט, ע', ע"א, ע"ב, ע"ג, ע"ד, ע"ה, ע"ו, ע"ז, ע"ח, ע"ט, פ', פ"א, פ"ב, פ"ג, פ"ד, פ"ה, פ"ו, פ"ז, פ"ח, פ"ט, צ', צ"א, צ"ב, צ"ג, צ"ד, צ"ה, צ"ו, צ"ז, צ"ח, צ"ט, ק', ק"א, ק"ב, ק"ג, ק"ד, ק"ה, ק"ו, ק"ז, ק"ח, ק"ט, קכ', קכ"א, קכ"ב, קכ"ג, קכ"ד, קכ"ה, קכ"ו, קכ"ז, קכ"ח, קכ"ט, קל', קל"א, קל"ב, קל"ג, קל"ד, קל"ה, קל"ו, קל"ז, קל"ח, קל"ט, ר', ר"א, ר"ב, ר"ג, ר"ד, ר"ה, ר"ו, ר"ז, ר"ח, ר"ט, רכ', רכ"א, רכ"ב, רכ"ג, רכ"ד, רכ"ה, רכ"ו, רכ"ז, רכ"ח, רכ"ט, רל', רל"א, רל"ב, רל"ג, רל"ד, רל"ה, רל"ו, רל"ז, רל"ח, רל"ט, ש', ש"א, ש"ב, ש"ג, ש"ד, ש"ה, ש"ו, ש"ז, ש"ח, ש"ט, שס', שס"א, שס"ב, שס"ג, שס"ד, שס"ה, שס"ו, שס"ז, שס"ח, שס"ט, שצ', שצ"א, שצ"ב, שצ"ג, שצ"ד, שצ"ה, שצ"ו, שצ"ז, שצ"ח, שצ"ט, ת', ת"א, ת"ב, ת"ג, ת"ד, ת"ה, ת"ו, ת"ז, ת"ח, ת"ט, תכ', תכ"א, תכ"ב, תכ"ג, תכ"ד, תכ"ה, תכ"ו, תכ"ז, תכ"ח, תכ"ט, תל', תל"א, תל"ב, תל"ג, תל"ד, תל"ה, תל"ו, תל"ז, תל"ח, תל"ט, תמ', תמ"א, תמ"ב, תמ"ג, תמ"ד, תמ"ה, תמ"ו, תמ"ז, תמ"ח, תמ"ט, תנ', תנ"א, תנ"ב, תנ"ג, תנ"ד, תנ"ה, תנ"ו, תנ"ז, תנ"ח, תנ"ט, תס', תס"א, תס"ב, תס"ג, תס"ד, תס"ה, תס"ו, תס"ז, תס"ח, תס"ט, תצ', תצ"א, תצ"ב, תצ"ג, תצ"ד, תצ"ה, תצ"ו, תצ"ז, תצ"ח, תצ"ט, תק', תק"א, תק"ב, תק"ג, תק"ד, תק"ה, תק"ו, תק"ז, תק"ח, תק"ט, תקכ', תקכ"א, תקכ"ב, תקכ"ג, תקכ"ד, תקכ"ה, תקכ"ו, תקכ"ז, תקכ"ח, תקכ"ט, תקל', תקל"א, תקל"ב, תקל"ג, תקל"ד, תקל"ה, תקל"ו, תקל"ז, תקל"ח, תקל"ט, תר', תר"א, תר"ב, תר"ג, תר"ד, תר"ה, תר"ו, תר"ז, תר"ח, תר"ט, תרכ', תרכ"א, תרכ"ב, תרכ"ג, תרכ"ד, תרכ"ה, תרכ"ו, תרכ"ז, תרכ"ח, תרכ"ט, תרל', תרל"א, תרל"ב, תרל"ג, תרל"ד, תרל"ה, תרל"ו, תרל"ז, תרל"ח, תרל"ט, תש', תש"א, תש"ב, תש"ג, תש"ד, תש"ה, תש"ו, תש"ז, תש"ח, תש"ט, תשס', תשס"א, תשס"ב, תשס"ג, תשס"ד, תשס"ה, תשס"ו, תשס"ז, תשס"ח, תשס"ט, תשצ', תשצ"א, תשצ"ב, תשצ"ג, תשצ"ד, תשצ"ה, תשצ"ו, תשצ"ז, תשצ"ח, תשצ"ט, תת', תת"א, תת"ב, תת"ג, תת"ד, תת"ה, תת"ו, תת"ז, תת"ח, תת"ט, תתכ', תתכ"א, תתכ"ב, תתכ"ג, תתכ"ד, תתכ"ה, תתכ"ו, תתכ"ז, תתכ"ח, תתכ"ט, תתל', תתל"א, תתל"ב, תתל"ג, תתל"ד, תתל"ה, תתל"ו, תתל"ז, תתל"ח, תתל"ט, תתמ', תתמ"א, תתמ"ב, תתמ"ג, תתמ"ד, תתמ"ה, תתמ"ו, תתמ"ז, תתמ"ח, תתמ"ט, תתנ', תתנ"א, תתנ"ב, תתנ"ג, תתנ"ד, תתנ"ה, תתנ"ו, תתנ"ז, תתנ"ח, תתנ"ט, תתס', תתס"א, תתס"ב, תתס"ג, תתס"ד, תתס"ה, תתס"ו, תתס"ז, תתס"ח, תתס"ט, תתצ', תתצ"א, תתצ"ב, תתצ"ג, תתצ"ד, תתצ"ה, תתצ"ו, תתצ"ז, תתצ"ח, תתצ"ט, תתק', תתק"א, תתק"ב, תתק"ג, תתק"ד, תתק"ה, תתק"ו, תתק"ז, תתק"ח, תתק"ט, תתקכ', תתקכ"א, תתקכ"ב, תתקכ"ג, תתקכ"ד, תתקכ"ה, תתקכ"ו, תתקכ"ז, תתקכ"ח, תתקכ"ט, תתקל', תתקל"א, תתקל"ב, תתקל"ג, תתקל"ד, תתקל"ה, תתקל"ו, תתקל"ז, תתקל"ח, תתקל"ט, תתר', תתר"א, תתר"ב, תתר"ג, תתר"ד, תתר"ה, תתר"ו, תתר"ז, תתר"ח, תתר"ט, תתרכ', תתרכ"א, תתרכ"ב, תתרכ"ג, תתרכ"ד, תתרכ"ה, תתרכ"ו, תתרכ"ז, תתרכ"ח, תתרכ"ט, תתרל', תתרל"א, תתרל"ב, תתרל"ג, תתרל"ד, תתרל"ה, תתרל"ו, תתרל"ז, תתרל"ח, תתרל"ט, תתש', תתש"א, תתש"ב, תתש"ג, תתש"ד, תתש"ה, תתש"ו, תתש"ז, תתש"ח, תתש"ט, תתשס', תתשס"א, תתשס"ב, תתשס"ג, תתשס"ד, תתשס"ה, תתשס"ו, תתשס"ז, תתשס"ח, תתשס"ט, תתשצ', תתשצ"א, תתשצ"ב, תתשצ"ג, תתשצ"ד, תתשצ"ה, תתשצ"ו, תתשצ"ז, תתשצ"ח, תתשצ"ט, תתת', תתת"א, תתת"ב, תתת"ג, תתת"ד, תתת"ה, תתת"ו, תתת"ז, תתת"ח, תתת"ט, תתתכ', תתתכ"א, תתתכ"ב, תתתכ"ג, תתתכ"ד, תתתכ"ה, תתתכ"ו, תתתכ"ז, תתתכ"ח, תתתכ"ט, תתתל', תתתל"א, תתתל"ב, תתתל"ג, תתתל"ד, תתתל"ה, תתתל"ו, תתתל"ז, תתתל"ח, תתתל"ט, תתתמ', תתתמ"א, תתתמ"ב, תתתמ"ג, תתתמ"ד, תתתמ"ה, תתתמ"ו, תתתמ"ז, תתתמ"ח, תתתמ"ט, תתתנ', תתתנ"א, תתתנ"ב, תתתנ"ג, תתתנ"ד, תתתנ"ה, תתתנ"ו, תתתנ"ז, תתתנ"ח, תתתנ"ט, תתתס', תתתס"א, תתתס"ב, תתתס"ג, תתתס"ד, תתתס"ה, תתתס"ו, תתתס"ז, תתתס"ח, תתתס"ט, תתתצ', תתתצ"א, תתתצ"ב, תתתצ"ג, תתתצ"ד, תתתצ"ה, תתתצ"ו, תתתצ"ז, תתתצ"ח, תתתצ"ט, תתתק', תתתק"א, תתתק"ב, תתתק"ג, תתתק"ד, תתתק"ה, תתתק"ו, תתתק"ז, תתתק"ח, תתתק"ט, תתתקכ', תתתקכ"א, תתתקכ"ב, תתתקכ"ג, תתתקכ"ד, תתתקכ"ה, תתתקכ"ו, תתתקכ"ז, תתתקכ"ח, תתתקכ"ט, תתתקל', תתתקל"א, תתתקל"ב, תתתקל"ג, תתתקל"ד, תתתקל"ה, תתתקל"ו, תתתקל"ז, תתתקל"ח, תתתקל"ט, תתתתר', תתתתר"א, תתתתר"ב, תתתתר"ג, תתתתר"ד, תתתתר"ה, תתתתר"ו, תתתתר"ז, תתתתר"ח, תתתתר"ט, תתתתכ', תתתתכ"א, תתתתכ"ב, תתתתכ"ג, תתתתכ"ד, תתתתכ"ה, תתתתכ"ו, תתתתכ"ז, תתתתכ"ח, תתתתכ"ט, תתתתל', תתתתל"א, תתתתל"ב, תתתתל"ג, תתתתל"ד, תתתתל"ה, תתתתל"ו, תתתתל"ז, תתתתל"ח, תתתתל"ט, תתתתמ', תתתתמ"א, תתתתמ"ב, תתתתמ"ג, תתתתמ"ד, תתתתמ"ה, תתתתמ"ו, תתתתמ"ז, תתתתמ"ח, תתתתמ"ט, תתתתנ', תתתתנ"א, תתתתנ"ב, תתתתנ"ג, תתתתנ"ד, תתתתנ"ה, תתתתנ"ו, תתתתנ"ז, תתתתנ"ח, תתתתנ"ט, תתתתס', תתתתס"א, תתתתס"ב, תתתתס"ג, תתתתס"ד, תתתתס"ה, תתתתס"ו, תתתתס"ז, תתתתס"ח, תתתתס"ט, תתתתצ', תתתתצ"א, תתתתצ"ב, תתתתצ"ג, תתתתצ"ד, תתתתצ"ה, תתתתצ"ו, תתתתצ"ז, תתתתצ"ח, תתתתצ"ט, תתתתק', תתתתק"א, תתתתק"ב, תתתתק"ג, תתתתק"ד, תתתתק"ה, תתתתק"ו, תתתתק"ז, תתתתק"ח, תתתתק"ט, תתתתקכ', תתתתקכ"א, תתתתקכ"ב, תתתתקכ"ג, תתתתקכ"ד, תתתתקכ"ה, תתתתקכ"ו, תתתתקכ"ז, תתתתקכ"ח, תתתתקכ"ט, תתתתקל', תתתתקל"א, תתתתקל"ב, תתתתקל"ג, תתתתקל"ד, תתתתקל"ה, תתתתקל"ו, תתתתקל"ז, תתתתקל"ח, תתתתקל"ט, תתתתתר', תתתתתר"א, תתתתתר"ב, תתתתתר"ג, תתתתתר"ד, תתתתתר"ה, תתתתתר"ו, תתתתתר"ז, תתתתתר"ח, תתתתתר"ט, תתתתתכ', תתתתתכ"א, תתתתתכ"ב, תתתתתכ"ג, תתתתתכ"ד, תתתתתכ"ה, תתת

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 Date: 7-17-2000  
Inventor's Signature

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Citizenship: **UNITED STATES OF AMERICA**

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 Date: 7-17-2000  
Inventor's Signature

Residence: **LAKE ELSINORE, CALIFORNIA**

Citizenship: **UNITED STATES OF AMERICA**

Post Office Address: **P.O. BOX 937  
LAKE ELSINORE, CA 92530**

Applicant or Patentee: **MARK P. PITELL**  
**LINDA L. PITELL**

Serial or Patent Number:

Filed or Issued:

For: **VEHICLE FIRE EXTINGUISHER SYSTEM**

**VERIFIED STATEMENT (DECLARATION) CLAIMING SMALL ENTITY  
STATUS (37 CFR 1.9(f) and 1.27(b) - INDEPENDENT INVENTOR**

As a below named inventor, I hereby declare that I qualify as an independent inventor as defined in 37 CFR 1.9(c) for purposes of paying reduced fees under section 41(a) and (b) of Title 35, United States Code, to the Patent and Trademark Office with regard to the invention entitled as above and described in:

☒ the specification filed herewith.

☐ application serial number \_\_\_\_\_, filed \_\_\_\_\_.

☐ patent no. \_\_\_\_\_, issued \_\_\_\_\_.

I have not assigned, granted, conveyed or licensed and am under no obligation under contract or law to assign, grant, convey or license, any rights in the invention to any person who could not be classified as an independent inventor under 37 CFR 1.9(c) if that person had made the invention, or to any concern which would not qualify as a small business concern under 37 CFR 1.9(d) or a nonprofit organization under 37 CFR 1.9(e).

Each person, concern or organization to which I have assigned, granted, conveyed, or licensed or am under obligation under contract or law to assign, grant, convey, or license any rights in the invention is listed below:

☒ no such person, concern, or organization

☐ persons, concerns or organizations listed below\*

\*NOTE: Separate verified statements are required from each named person, concern or organization having rights to the invention averring to their status as small entities. (37 CFR 1.27)

FULL NAME: NOT APPLICABLE

ADDRESS: NOT APPLICABLE

☐ INDIVIDUAL

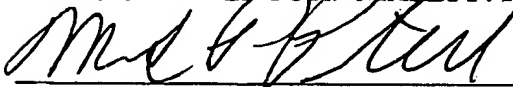
☐ SMALL BUSINESS CONCERN

☐ NONPROFIT ORGANIZATION

I acknowledge the duty to file, in this application or patent, notification of any change in status resulting in loss of entitlement to small entity status prior to paying, or at the time of paying, the earliest of the issue fee or any maintenance fee due after the date on which status as a small entity is no longer appropriate (37 CFR 1.28(b)).

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application, any patent issuing thereon, or any patent to which this verified statement is directed.

NAME OF INVENTOR: MARK P. PITELL

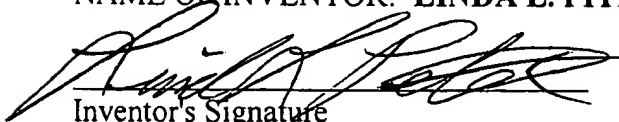


Inventor's Signature

Date:

7-17-2000

NAME OF INVENTOR: LINDA L. PITELL

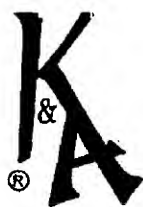


Inventor's Signature

Date:

7-17-2000

09663474 094500



# Kaardal & Associates, PC

Attorneys At Law

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Sioux Falls, South Dakota 57105-5802

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October 12, 2001

MARK P PITELL  
LINDA L PITELL  
P.O. BOX 937  
LAKE ELSINORE, CA 92530

**In re:** NOTICE OF ALLOWANCE-UTILITY PATENT APPLICATION  
**Title:** VEHICLE FIRE EXTINGUISHER SYSTEM  
**Serial Number:** 09/663,171  
**Docket Number:** RDE213  
**Law Firm Number:** K&A 99-1870

Dear Mark and Linda:

Congratulations!! It is our pleasure to inform you that the U.S. Patent and Trademark Office (U.S.P.T.O.) has indicated that it will allow your patent application to issue as a patent. Enclosed is a copy of the Notice of Allowance and Issue Fee Due. The U.S.P.T.O. requires that you pay an "Issue Fee" before your application will issue as a patent. The **\$640.00 issue fee** must be received by the U.S.P.T.O. on, or before, January 4, 2002, the date indicated on the enclosed correspondence from the U.S.P.T.O.

To expedite this process, please send your Issue Fee payment money order as soon as possible so that we can prepare the necessary documents and forward them along with your payment money order to the U.S.P.T.O. The money order should be made payable to "Assistant Commissioner for Patents" and should be mailed to Kaardal & Associates at the following address:

**Kaardal & Associates**  
**3500 South First Ave. Circle- Suite 250**  
**Sioux Falls, SD 57105**

**We cannot be responsible for the timely filing of payment money orders which are mailed less than two weeks before the 1/4/02 due date.**

It is to your advantage not to wait. Failure to make this payment by the due date will result in abandonment of the application. If you miss the issue fee deadline, the cost for reviving your patent application would be \$640.00 (U.S.P.T.O. Revival Fee) and \$640.00 (U.S.P.T.O. Issue Fee), plus \$159.00 in attorneys' fees for preparing the petition for reviving your patent application.

Telephone: (605) 336-9446

[patent@kaardal.com](mailto:patent@kaardal.com)

Fax: (605) 336-1931



Exhibit "N"

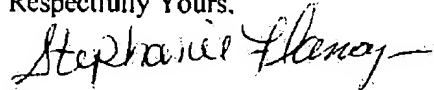


Please check the "Declaration and Power of Attorney" at the end of your copy of the patent application that was filed on 9/15/00. The address that appears in that "Declaration" is the address that will be printed on the front of the Official Patent Grant document. If your address has changed, or you want a different address on the patent than was printed in the "Declaration and Power of Attorney," please notify us as soon as possible so that notification of this change can be submitted to the U.S.P.T.O. with the Issue Fee payment for your application. **Even if you have previously notified our office of an address change for you, we do not automatically notify the U.S.P.T.O. of an address change unless you expressly instruct us to do so.**

The U.S. Patent and Trademark Office ("U.S.P.T.O") has announced that the government Issue Fees submitted to the U.S.P.T.O on or after October 1, 2001 will be increased. This increase in the utility patent issue fee is from \$620.00 to **\$640.00**. This increase applies to any issue fee paid on or after October 1, 2001, regardless of the fee amount that is indicated on the U.S.P.T.O forms.

Thank you for allowing us to assist you with your patent application. If I may be of further service, please so advise.

Respectfully Yours,



Stephanie Flanagan  
Client Services Representative  
For the Firm  
Enclosure

## INSTRUCTIONS FOR ISSUE FEE

Make MONEY ORDER payable to:  
**Assistant Commissioner for Patents**

MAIL THE MONEY ORDER TO:

Kaardal & Associates, PC  
3500 South First Avenue Circle – Suite 250  
Sioux Falls, South Dakota 57105-5708  
(Use Enclosed Envelope)

**The funds must be of United States Currency**

AND

**Must be in our office at least TWO WEEKS before January 4,  
2002 to process issue fee.**

---

**PLEASE RETURN THIS PORTION WITH YOUR ISSUE FEE  
U.S. MONEY ORDER OF \$640.00.**

**FROM:**

Inventor(s): Mark P Pitell  
Linda L Pitell

Title: VEHICLE FIRE EXTINGUISHER SYSTEM

Client File No.: RDE213

K&A File No.: 99-1870

Due:

January 4, 2002

*paid on 12-27-2001 \$651.00*  
*Cheryl is witness*  
*under this number 12-27-2001*  
*all mentoring fees are paid in full*  
*12-27-2001 3 1/2 and 7 1/2*  
*Mark P Pitell*  
*Time 8:40*  
*Cheryl*



OCT 09 2001

UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office

NOTICE OF ALLOWANCE AND ISSUE FEE DUE

QM02/1004

KAARDAL & ASSOCIATES PC  
ATTN: IVAR M KAARDAL  
3500 SOUTH FIRST AVENUE CIRCLE SUITE 250  
SIOUX FALLS SD 57105-5807

APPLICATION NO.	FILING DATE	TOTAL CLAIMS	EXAMINER AND GROUP ART UNIT	DATE MAILED
09/663,171	09/15/00	006	NGUYEN, D	3752 10/04/01
First Named Applicant	PITELL,	35 USC 154(b) term ext. =	0 Days	

TITLE OF INVENTION  
VEHICLE FIRE EXTINGUISHER SYSTEM

ATTYS DOCKET NO.	CLASS-SUBCLASS	BATCH NO.	APPLN. TYPE	SMALL ENTITY	FEE DUE	DATE DUE
2 99-1870	169-062.000	N10	UTILITY	YES	\$620.00	01/04/02

**THE APPLICATION IDENTIFIED ABOVE HAS BEEN EXAMINED AND IS ALLOWED FOR ISSUANCE AS A PATENT. PROSECUTION ON THE MERITS IS CLOSED.**

**THE ISSUE FEE MUST BE PAID WITHIN THREE MONTHS FROM THE MAILING DATE OF THIS NOTICE OR THIS APPLICATION SHALL BE REGARDED AS ABANDONED. THIS STATUTORY PERIOD CANNOT BE EXTENDED.**

**HOW TO RESPOND TO THIS NOTICE:**

**I. Review the SMALL ENTITY status shown above.**

If the SMALL ENTITY is shown as YES, verify your current SMALL ENTITY status:

- A. If the status is changed, pay twice the amount of the FEE DUE shown above and notify the Patent and Trademark Office of the change in status, or
- B. If the status is the same, pay the FEE DUE shown above.

If the SMALL ENTITY is shown as NO:

- A. Pay FEE DUE shown above, or
- B. File verified statement of Small Entity Status before, or with, payment of 1/2 the FEE DUE shown above.

**II. Part B-Issue Fee Transmittal should be completed and returned to the Patent and Trademark Office (PTO) with your ISSUE FEE. Even if the ISSUE FEE has already been paid by charge to deposit account, Part B Issue Fee Transmittal should be completed and returned. If you are charging the ISSUE FEE to your deposit account, section "4b" of Part B-Issue Fee Transmittal should be completed and an extra copy of the form should be submitted.**

**III. All communications regarding this application must give application number and batch number. Please direct all communications prior to issuance to Box ISSUE FEE unless advised to the contrary.**

**IMPORTANT REMINDER: Utility patents issuing on applications filed on or after Dec. 12, 1980 may require payment of maintenance fees. It is patentee's responsibility to ensure timely payment of maintenance fees when due.**

YOUR COPY



OCT 09 2001  
UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Address: COMMISSIONER OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.
09/663,171	09/15/00	PITELL	99-1870

KAARDAL & ASSOCIATES PC  
ATTN: IVAR M. KAARDAL  
3500 SOUTH FIRST AVENUE CIRCLE SUITE 250  
SIOUX FALLS SD 57105-5807

EXAMINER  
NGUYEN, D

ART UNIT	PAPER NUMBER
3752	

DATE MAILED:

Please find below and/or attached an Office communication concerning this application or proceeding.

Commissioner of Patents and Trademarks

THE PATENT TERM ADJUSTMENT TO DATE IS 00 DAYS. IF THE PATENT ISSUE FEE IS PAID ON THE DATE THAT IS THREE MONTHS AFTER THE MAILING DATE OF THIS NOTICE AND THE PATENT ISSUES ON THE TUESDAY BEFORE THE DATE THAT IS 28 WEEKS (SIX AND A HALF MONTHS) AFTER THE MAILING DATE OF THIS NOTICE, THE TERM ADJUSTMENT WILL BE 00 DAYS.

**Notice of Allowability**

Application No.

09/663,171

Applicant(s)

PITELL ET AL.

Examiner

Art Unit

Dinh Q Nguyen

3752

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address--

All claims being allowable, PROSECUTION ON THE MERITS IS (OR REMAINS) CLOSED in this application. If not included herewith (or previously mailed), a Notice of Allowance (PTOL-85) or other appropriate communication will be mailed in due course. **THIS NOTICE OF ALLOWABILITY IS NOT A GRANT OF PATENT RIGHTS.** This application is subject to withdrawal from issue at the initiative of the Office or upon petition by the applicant. See 37 CFR 1.313 and MPEP 1308.

1. ☒ This communication is responsive to Amendment filed September 24, 2001.
2. ☒ The allowed claim(s) is/are 1-6.
3. ☒ The drawings filed on September 15, 2000 are accepted by the Examiner.
4. ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
  - a) ☐ All b) ☐ Some\* c) ☐ None of the:
    1. ☐ Certified copies of the priority documents have been received.
    2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
    3. ☐ Copies of the certified copies of the priority documents have been received in this national stage application from the International Bureau (PCT Rule 17.2(a)).
- \* Certified copies not received: \_\_\_\_\_.
5. ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. § 119(e) (to a provisional application).
  - (a) ☐ The translation of the foreign language provisional application has been received.
6. ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. §§ 120 and/or 121.

Applicant has THREE MONTHS FROM THE "MAILING DATE" of this communication to file a reply complying with the requirements noted below. Failure to timely comply will result in ABANDONMENT of this application. **THIS THREE-MONTH PERIOD IS NOT EXTENDABLE.**

7. ☐ A SUBSTITUTE OATH OR DECLARATION must be submitted. Note the attached EXAMINER'S AMENDMENT or NOTICE OF INFORMAL PATENT APPLICATION (PTO-152) which gives reason(s) why the oath or declaration is deficient.
8. ☐ CORRECTED DRAWINGS must be submitted.
  - (a) ☐ including changes required by the Notice of Draftsperson's Patent Drawing Review (PTO-948) attached
    - 1) ☐ hereto or 2) ☐ to Paper No. \_\_\_\_\_.
  - (b) ☐ including changes required by the proposed drawing correction filed \_\_\_\_\_, which has been approved by the Examiner.
  - (c) ☐ including changes required by the attached Examiner's Amendment / Comment or in the Office action of Paper No. \_\_\_\_\_.

Identifying indicia such as the application number (see 37 CFR 1.84(c)) should be written on the drawings in the top margin (not the back) of each sheet. The drawings should be filed as a separate paper with a transmittal letter addressed to the Official Draftsperson.

9. ☐ DEPOSIT OF and/or INFORMATION about the deposit of BIOLOGICAL MATERIAL must be submitted. Note the attached Examiner's comment regarding REQUIREMENT FOR THE DEPOSIT OF BIOLOGICAL MATERIAL.

**Attachment(s)**

- |  |  |
|--|--|
| 1 <input type="checkbox"/> Notice of References Cited (PTO-892)  | 2 <input type="checkbox"/> Notice of Informal Patent Application (PTO-152) |
| 3 <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948)                    | 4 <input type="checkbox"/> Interview Summary (PTO-413), Paper No. _____    |
| 5 <input type="checkbox"/> Information Disclosure Statements (PTO-1449), Paper No. _____               | 6 <input type="checkbox"/> Examiner's Amendment/Comment                    |
| 7 <input type="checkbox"/> Examiner's Comment Regarding Requirement for Deposit of Biological Material | 8 <input type="checkbox"/> Examiner's Statement of Reasons for Allowance   |
|  | 9 <input type="checkbox"/> Other   |

**David A. Scherbel**  
**Supervisory Patent Examiner**  
**Group 3700**



# Kaardal & Associates, PC

Attorneys At Law

3500 South First Avenue Circle - Suite 250  
Sioux Falls, South Dakota 57105-5802

PATENTS  
TRADEMARKS  
COPYRIGHTS

January 2, 2002

MARK PITELL  
LINDA L PITELL  
809 ORIOLE CT.  
LAKE ELSINORE, CA 92530

**In re:** Issue Fee Transmittal  
**Title:** VEHICLE FIRE EXTINGUISHER SYSTEM  
**Serial Number:** 09/663,171  
**Docket Number:** RDE213  
**Law Firm Number:** 99-1870

Dear Mark and Linda:

Enclosed is a copy of the Issue Fee transmittal to the U.S. Patent Office in regards to your patent application. If the U.S. Patent Office requested it, copies of the Submission of Formal Drawing Sheets are also included.

Again thank you for allowing us to assist you with your patent application. If I may be of further service, please so advise.

Respectfully Yours,

Stephanie Flanagan  
Client Services  
For the Firm

Telephone: (605) 336-9446

[patent@kaardal.com](mailto:patent@kaardal.com)

Fax: (605) 336-1931

Exhibit "N" "O"

## PART B—ISSUE FEE TRANSMITTAL

Complete and mail this form, together with applicable fees, to: **Box ISSUE FEE**  
**Assistant Commissioner for Patents**  
**Washington, D.C. 20231**

**MAILING INSTRUCTIONS:** This form should be used for transmitting the ISSUE FEE. Blocks 1 through 4 should be completed where appropriate. All further correspondence including the Issue Fee Receipt, the Patent, advance orders and notification of maintenance fees will be mailed to the current correspondence address as indicated unless corrected below or directed otherwise in Block 1, by (a) specifying a new correspondence address; and/or (b) indicating a separate "FEE ADDRESS" for maintenance fee notifications.

**CURRENT CORRESPONDENCE ADDRESS** (Note: Legibly mark-up with any corrections or use Block 1)

QMO2/1004  
 KAARDAL & ASSOCIATES PC  
 ATTN: IVAR M. KAARDAL  
 3500 SOUTH FIRST AVENUE CIRCLE SUITE 250  
 SIOUX FALLS SD 57105-5807

Note: The certificate of mailing below can only be used for domestic mailings of the Issue Fee Transmittal. This certificate cannot be used for any other accompanying papers. Each additional paper, such as an assignment or formal drawing, must have its own certificate of mailing.

## Certificate of Mailing

I hereby certify that this Issue Fee Transmittal is being deposited with the United States Postal Service with sufficient postage for first class mail in an envelope addressed to the Box Issue Fee address above on the date indicated below.

Stephanie Flanagan (Depositor's name)  
 Stephanie Flanagan (Signature)  
 1/2/02 (Date)

APPLICATION NO.	FILING DATE	TOTAL CLAIMS	EXAMINER AND GROUP ART UNIT	DATE MAILED
09/663, 171	09/15/00	006	NGUYEN, D 3752	10/04/01
First Named Applicant: PITELL, 35 USC 154(b) term ext. = 0 Days.				

**TITLE OF INVENTION** VEHICLE FIRE EXTINGUISHER SYSTEM

ATTY'S DOCKET NO.	CLASS-SUBCLASS	BATCH NO.	APPL. TYPE	SMALL ENTITY	FEE DUE	DATE DUE
2 99-1870	169-062.000	N10	UTILITY	YES	\$620.00 640.00	01/04/02

1. Change of correspondence address or indication of "Fee Address" (37 CFR 1.363). Use of PTO form(s) and Customer Number are recommended, but not required.

- ☐ Change of correspondence address (or Change of Correspondence Address form PTO/SB/122) attached.  
☐ "Fee Address" indication (or "Fee Address" indication form PTO/SB/47) attached.

2. For printing on the patent front page, list (1) the names of up to 3 registered patent attorneys or agents OR, alternatively, (2) the name of a single firm (having as a member a registered attorney or agent) and the names of up to 2 registered patent attorneys or agents. If no name is listed, no name will be printed.

- 1 \_\_\_\_\_  
 2 \_\_\_\_\_  
 3 \_\_\_\_\_

*All Fee Forms were paid by Fax 1/2/02*

3. ASSIGNEE NAME AND RESIDENCE DATA TO BE PRINTED ON THE PATENT (print or type)  
 PLEASE NOTE: Unless an assignee is identified below, no assignee data will appear on the patent. Inclusion of assignee data is only appropriate when an assignment has been previously submitted to the PTO or is being submitted under separate cover. Completion of this form is NOT a substitute for filing an assignment.

(A) NAME OF ASSIGNEE

(B) RESIDENCE: (CITY & STATE OR COUNTRY)

Please check the appropriate assignee category indicated below (will not be printed on the patent)

- ☐ individual ☐ corporation or other private group entity ☐ government

4a. The following fees are enclosed (make check payable to Commissioner of Patents and Trademarks):

- ☒ Issue Fee  
☐ Advance Order - # of Copies \_\_\_\_\_

4b. The following fees or deficiency in these fees should be charged to:

DEPOSIT ACCOUNT NUMBER \_\_\_\_\_  
 (ENCLOSE AN EXTRA COPY OF THIS FORM)

- ☐ Issue Fee  
☐ Advance Order - # of Copies \_\_\_\_\_

The COMMISSIONER OF PATENTS AND TRADEMARKS IS requested to apply the Issue Fee to the application identified above.

(Authorized Signature)

(Date)

NOTE: The Issue Fee will not be accepted from anyone other than the applicant; a registered attorney or agent; or the assignee or other party in interest as shown by the records of the Patent and Trademark Office.

**Burden Hour Statement:** This form is estimated to take 0.2 hours to complete. Time will vary depending on the needs of the individual case. Any comments on the amount of time required to complete this form should be sent to the Chief Information Officer, Patent and Trademark Office, Washington, D.C. 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND FEES AND THIS FORM TO: Box Issue Fee, Assistant Commissioner for Patents, Washington D.C. 20231

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

TRANSMIT THIS FORM WITH FEE

## PART B—ISSUE FEE TRANSMITTAL

Send and mail this form, together with applicable fees, to:

Box ISSUE FEE 01-08  
Assistant Commissioner for Patents  
Washington, D.C. 20231

**MAILING INSTRUCTIONS:** This form should be used for transmitting the ISSUE FEE. Blocks 1 through 4 should be completed where appropriate. All further correspondence including the Issue Fee Receipt, the Patent Maintenance orders and notification of maintenance fees will be mailed to the current correspondence address as indicated unless corrected below or directed otherwise in Block 1, by (a) specifying a new correspondence address; and/or (b) indicating a separate "FEE ADDRESS" for maintenance fee notifications.

CURRENT CORRESPONDENCE ADDRESS (Note: Legibly mark-up with any corrections or use Block 1)

KAARDAL & ASSOCIATES PC  
ATTN IVAR M KAARDAL  
3500 SOUTH FIRST AVENUE CIRCLE SUITE 250  
SIOUX FALLS SD 57105-5807

QM02/1004

Note: The certificate of mailing below can only be used for domestic mailings of the Issue Fee Transmittal. This certificate cannot be used for any other accompanying papers. Each additional paper, such as an assignment or formal drawing, must have its own certificate of mailing.

## Certificate of Mailing

I hereby certify that this Issue Fee Transmittal is being deposited with the United States Postal Service with sufficient postage for first class mail in an envelope addressed to the Box Issue Fee address above on the date indicated below.

Stephanie Flanagan (Depositor's name)

Stephanie Flanagan (Signature)

11/2/02 (Date)

APPLICATION NO.	FILING DATE	TOTAL CLAIMS	EXAMINER AND GROUP ART UNIT	DATE MAILED
09/663,171	09/15/00	006	NGUYEN, D 3752	10/04/01
First Named Applicant PITELL, 35 USC 154(b) term ext. = 0 Days.				

TITLE OF INVENTION VEHICLE FIRE EXTINGUISHER SYSTEM

ATTY'S DOCKET NO.	CLASS-SUBCLASS	BATCH NO.	APPLN. TYPE	SMALL ENTITY	FEE DUE	DATE DUE
2 99-1870	169-062.000	N10	UTILITY	YES	\$620.00 640.00	01/04/02

1. Change of correspondence address or indication of "Fee Address" (37 CFR 1.363). Use of PTO form(s) and Customer Number are recommended, but not required.

☐ Change of correspondence address (or Change of Correspondence Address form PTO/SB/122) attached.

☐ "Fee Address" indication (or "Fee Address" indication form PTO/SB/47) attached.

2. For printing on the patent front page, list (1) the names of up to 3 registered patent attorneys or agents OR, alternatively, (2) the name of a single firm (having as a member a registered attorney or agent) and the names of up to 2 registered patent attorneys or agents. If no name is listed, no name will be printed.

1 \_\_\_\_\_  
2 \_\_\_\_\_  
3 \_\_\_\_\_

## 3. ASSIGNEE NAME AND RESIDENCE DATA TO BE PRINTED ON THE PATENT (print or type)

PLEASE NOTE: Unless an assignee is identified below, no assignee data will appear on the patent. Inclusion of assignee data is only appropriate when an assignment has been previously submitted to the PTO or is being submitted under separate cover. Completion of this form is NOT a substitute for filing an assignment.

(A) NAME OF ASSIGNEE

(B) RESIDENCE (CITY &amp; STATE OR COUNTRY)

Please check the appropriate assignee category indicated below (will not be printed on the patent)

☐ Individual ☐ corporation or other private group entity ☐ government

4a. The following fees are enclosed (make check payable to Commissioner of Patents and Trademarks):

☒ Issue Fee☐ Advance Order - # of Copies \_\_\_\_\_

4b. The following fees or deficiency in these fees should be charged to:

DEPOSIT ACCOUNT NUMBER

(ENCLOSE AN EXTRA COPY OF THIS FORM)

☐ Issue Fee☐ Advance Order - # of Copies \_\_\_\_\_

The COMMISSIONER OF PATENTS AND TRADEMARKS IS requested to apply the Issue Fee to the application identified above.

(Authorized Signature)

(Date)

11/2/02

NOTE: The Issue Fee will not be accepted from anyone other than the applicant; a registered attorney or agent; or the assignee or other party in interest as shown by the records of the Patent and Trademark Office.

**Burden Hour Statement:** This form is estimated to take 0.2 hours to complete. Time will vary depending on the needs of the individual case. Any comments on the amount of time required to complete this form should be sent to the Chief Information Officer, Patent and Trademark Office, Washington, D.C. 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND FEES AND THIS FORM TO: Box Issue Fee, Assistant Commissioner for Patents, Washington D.C. 20231

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

TRANSMIT THIS FORM WITH FEE

Exhibit #8 "P"





# Kaardal & Associates, PC

Attorneys At Law

3500 South First Avenue Circle - Suite 250  
Sioux Falls, South Dakota 57105-5802

PATENTS  
TRADEMARKS  
COPYRIGHTS

March 19, 2002

MARK P. & LINDA L. PITELL  
809 ORIOLE CT.  
LAKE ELSINORE CA 92530

In re: **ORIGINAL U.S. UTILITY PATENT GRANT**  
Title: **VEHICLE FIRE EXTINGUISHER SYSTEM**  
Serial Number: 09/663,171  
Docket Number: RDE213  
Law Firm Number: K&A-99-1870

Dear Mark and Linda:

**Congratulations!** We are enclosing the original copy of your United States Utility Patent Number **6,352,121**, which was issued on **3/5/02** for your **VEHICLE FIRE EXTINGUISHER SYSTEM**.

For a period of twenty years from the date of filing of your patent application, (9/15/00), you may exclude everyone from manufacturing, using, or selling a product in the United States which embodies your invention as claimed in the patent. You should make sure that every product manufactured, used or sold by you (and your licensees) which embodies the claimed invention is marked with the following patent notation:

Patent Number 6,352,121

It is recommended that one of the above notations also be placed on the package in which the product is marketed or on a label affixed to the product or package.

Also enclosed are the following forms:

**ADDRESS INDICATION FORM:** You must immediately fill out and return this form, even if your address has not changed, to the United States Patent and Trademark Office at the address listed on the form. You should also make additional copies in case you move. It is your responsibility to notify the United States Patent and Trademark Office of your current address. You would use this form if you move to another address during your period of patent protection.

**INSTRUCTIONS REGARDING PAYMENT OF MAINTENANCE FEES:** These four (4) pages explain the steps you must follow in order to maintain your legal rights for the full patent term.

**MAINTENANCE FEE TRANSMITTAL FORM:** This is the form you will send to the Patent Office when your maintenance fees are due. Make additional copies for future payments.

If you should have any questions regarding this matter, please call the United States Patent and Trademark Office at 703-308-7357.

Kind regards,

  
IVAR M. KAARDAL  
For the Firm

Exhibit "X" "Q"

## INSTRUCTIONS REGARDING PAYMENT OF MAINTENANCE FEES

### 1<sup>ST</sup> Fee becomes due 3 years from the issue date on your patent

The utility patent you have just received gives you, the inventor, the legal right to prevent others from making, using, and selling your invention, as defined by the claim(s) of the patent, for the term of your patent.

If you wish to maintain these legal patent rights for the full potential time period, maintenance fees must be paid under the law to the UNITED STATES PATENT AND TRADEMARK OFFICE for the protection during the periods indicated below.

Fee Code	Maintenance Fee Amount	Payment	Explanation
283	\$ 440.00	4  (4-8 years)	This is your first maintenance fee. The fee is due to the Patent Office between 3 years and 3 years 6 months from the issue date on your patent to avoid payment of surcharges.
284	\$ 1,010.00	8  (8-12 years)	This is your second maintenance fee. The fee is due to the Patent Office between 7 years and 7 years 6 months from the issue date on your patent to avoid payment of surcharges.
285	\$1550.00	12	This is your final maintenance fee. The fee is due to the Patent Office between 11 years and 11 years 6 months from the issue date on your patent to avoid payment of surcharges.
286	\$ 65.00	This is a <u>surcharge</u> that is due if the maintenance fees are NOT paid within the six months grace period. For example, if you pay your first maintenance fee after the 3 years and 6 month period, you must include a \$65.00 surcharge. If, after the grace period is up, and you have not paid the maintenance fee and surcharge, your patent will be considered abandoned.	

These fees are based on your status as a "Small Entity". Maintenance fees for large businesses are twice these quoted above. There is a six month "grace period" (the six months immediately

subject to an additional \$65.00 surcharge (Fee Code 286), as specified earlier in these instructions.

You must immediately fill out and return the enclosed **ADDRESS INDICATION FORM** to the **UNITED STATES PATENT AND TRADEMARK OFFICE** at the address listed on the form. You should make additional copies of the form and send a new form with your new address to the Patent Office if you move in the future.

The Patent Office will not send a reminder notice until the "grace period" has begun. To avoid paying the surcharge, you must keep a record of when your fees will be due. The notice provided by the Patent Office is merely a courtesy and intended to aid patentees. These notices, errors in these notices, or the lack of notices, will in no way shift the burden of monitoring the time for paying maintenance fees on patents from the Inventor to the Patent Office.

**\*\* THIS IS YOUR RESPONSIBILITY \*\***

Each of the three maintenance fees must be submitted with the enclosed **MAINTENANCE FEE TRANSMITTAL FORM**. Therefore, you should make extra copies of this form for future use. The form must be completed with all the information in row 1 completed. Rows 2-8 are intended for use in simultaneously paying maintenance fees for several patents and will not apply directly to you. The requested information in columns 1-9 are explained on a separate sheet under the heading **EXPLANATION OF INFORMATION REQUESTED**. The filing date, serial number, patent date, and patent number appear on the face of your patent. Item 9 should be completed as "YES" to indicate your Small Entity status.

**THE PAYMENT OF THE MAINTENANCE FEES IS YOUR RESPONSIBILITY. FAILURE TO TIMELY PAY THESE FEES WILL RESULT IN THE PREMATURE EXPIRATION OF YOUR PATENT.**

The Patent Office may change these fees by law or regulation from time to time. The fees listed merely indicate those currently applicable. The current maintenance fee schedule is published in 37 Code of Federal Regulations, Section 1.20 and information on maintenance fees may be obtained by inquiry to the Patent Office, or any local patent attorney or agent.

## MAINTENANCE FEE TRANSMITTAL FORM

Address to:  
Commissioner of Patents & Trademarks  
Box M. Fee  
Washington, D.C. 20231

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to "Commissioner of Patents and Trademarks, Box M. Fee, Washington, D.C. 20231" on \_\_\_\_\_

Name of person signing \_\_\_\_\_

Signature \_\_\_\_\_

Enclosed herewith is the payment of the maintenance fee(s) for the listed patent(s).

1. A check for the amount of \$ \_\_\_\_\_ for the full payment of the maintenance fee(s) and any necessary surcharge on the following patents is enclosed.
2. The commissioner is hereby authorized to charge \$ \_\_\_\_\_ to cover the payment of the fee(s) indicated below to Deposit Account No. \_\_\_\_\_
3. The Commissioner is hereby authorized to charge any deficiency in the payment of the required fee(s) or credit any overpayment to Deposit Account No. \_\_\_\_\_
4. \*Information required by 37 CFR 1.366(e) (columns 1 & 5). Information requested under 37 CFR 1.366(d) (columns 2-4 & 6-9)

Item	Patent Number *	Fee Code	Maintenance Fee Amount	Surcharge Amount	U.S. Serial/ Appl Number *	Patent Date	Application Filing Date	Payment Year	Small Entry?
	1	2	3	4	5	6 mm/dd/yy	7 mm/dd/yy	8	9
1.									
2.									
3.									
4.									
5.									
6.									
7.									
8.									

Sub-totals - Columns 3 & 4 \_\_\_\_\_

Total Payment \_\_\_\_\_ Use additional sheets for listing additional patents.

(For Office Accounting Use Only)

\*Respectfully submitted:

Payer's name \_\_\_\_\_

Payer's signature \_\_\_\_\_

Payer's telephone number \_\_\_\_\_

PAYOR'S NUMBER (if assigned) \_\_\_\_\_

FEE ADDRESS \_\_\_\_\_

Note: All correspondence will be forwarded to the "Fee Address" or the "Correspondence Address" if no "Fee Address" has been provided. 37 CFR 1.363

WHERE MAINTENANCE FEE PAYMENTS ARE TO BE MADE BY AUTHORIZATION TO CHARGE A DEPOSIT ACCOUNT FORM

**ADDRESS INDICATION FORM**

Mail to: COMMISSIONER OF PATENTS AND TRADEMARKS  
BOX M FEE  
WASHINGTON, D.C. 20231

Please recognize the following address as the current address, as follows:

in the following listed patent(s) for which the Issue Fee has been paid.

<u>Patent Number</u> (if known)	<u>Application/Serial Number</u>	<u>Patent Date</u> (if known)	<u>U.S. Filing Date</u>
------------------------------------	----------------------------------	----------------------------------	-------------------------

Print or Type name of person signing:

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Print or Type name of person signing:

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

## EXPLANATION OF INFORMATION REQUESTED

**Patent Number** - The patent number of the patent on which a maintenance fee is being paid. Required by 37 CFR 1.366.

For a reissue patent, the original patent number, patent date, and filing date should also be included between parentheses in the same box as the reissue patent data giving the reissue patent number, reissue patent date, and reissue application filing date respectively.

**Fee Code** - Patent and Trademark Office Fee Code listed on page 1 of these instructions. Used by the Office to credit fees to appropriate fee category.

### Maintenance Fee

**Amount** - Amount listed in 37 CFR 1.20 for maintenance fee being paid.

\*Please note these fees are subject to change annually. Unfortunately, we are not able to provide you with notice of any fee changes. This information may be obtained from the U.S.P.T.O., such as at [www.USPTO.gov](http://www.USPTO.gov).

### Surcharge

**Amount** - If the maintenance fee is paid after the due date, a surcharge is required in the amount indicated in 37 CFR 1.20(k) - (m).

**U.S. Serial/Application No.** - The United States serial number, also called application number, of the United States application for patent on which a maintenance fee is being paid. Required under 37 CFR 1.366 ©, the two digit series code should be included as part of the serial number.

**Patent Date** - The United States filing date as defined in 37 CFR 1.3362 ©.

**Payment Year** - An indication should be made as to whether the maintenance fee being paid is that required to be paid by 4, 8, or 12 years after the patent date to prevent expiration of the patent.

**Small Entity** - Maintenance fees paid on patents based on applications filed on or after August 27, 1982 should also indicate by a "Yes" or "No" whether small entity status is being claimed.

**United States Patent and Trademark Office OG Notices: 20 April 2004**

## Notice Of Exclusion On Consent

Ivar M. Kaardal, of Sioux Falls, SD, a patent attorney, with registration number 29,812, has been excluded on consent from practice before the United States Patent and Trademark Office in patent and trademark law cases beginning March 1, 2004. This exclusion on consent is made pursuant to the provisions of 35 U.S.C. 32, and 37 C.F.R. 10.133(b) and (c).

March 18, 2003

JAMES A. TOUPIN  
General Counsel  
United States Patent and Trademark Office  
on behalf of  
JON W. DUDAS  
Acting Undersecretary of Commerce for  
Intellectual Property and Acting Director of the  
United States Patent and Trademark Office

<http://www.uspto.gov/web/offices/com/sol/og/2004/week16/patxclu.htm>

3/20/2011

C.L.H. + "Q" "R"



UNITED STATES PATENT AND TRADEMARK OFFICE

Commissioner for Patents  
United States Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450  
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Sioux Falls SD 57105-5807

DATE PRINTED

04/05/06

## NOTICE OF PATENT EXPIRATION

According to the records of the U.S. Patent and Trademark Office (USPTO), payment of the maintenance fee for the patent(s) listed below has not been received timely prior to the end of the six-month grace period in accordance with 37 CFR 1.362(e). THE PATENT(S) LISTED BELOW HAS THEREFORE EXPIRED AS OF THE END OF THE GRACE PERIOD. 35 U.S.C. 41(b). Notice of the expiration will be published in the USPTO Official Gazette.

Expired patents may be reinstated in accordance with 37 CFR 1.378 if upon petition, the maintenance fee and the surcharge set forth in 37 CFR 1.20(i) are paid, AND the delay in payment of the maintenance fee is shown to the satisfaction of the Director to have been unavoidable or unintentional. 35 U.S.C. 41(c)(1).


If the Director accepts payment of the maintenance fee and surcharge upon petition under 37 CFR 1.378, the patent shall be considered as not having expired but would be subject to the intervening rights and conditions set forth in 35 U.S.C. 41(c)(2).

For instructions on filing a petition under 37 CFR 1.378 to reinstate an expired patent, you may call the USPTO Contact Center at 800-786-9199 or 571-272-1000.

PATENT NUMBER	U.S. APPLICATION NUMBER	PATENT ISSUE DATE	APPLICATION FILING DATE	EXPIRATION DATE	ATTORNEY DOCKET NUMBER
6352121	09663171	03/05/02	09/15/00	03/06/06	



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Paper No.

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**MAILED**

**MAR 14 2011**

**OFFICE OF PETITIONS**

In re Application of	:	
Pitell et al.	:	
Application No. 09/663,171	:	
Patent No. 6,352,121	:	DECISION ON PETITION
Filed: September 15, 2000	:	PURSUANT TO 37 C.F.R.
Issue Date: March 5, 2002	:	\$ 1.378(B)
Attorney Docket No. 99-1870	:	
Title: VEHICLE FIRE	:	
EXTINGUISHER SYSTEM	:	

This is a decision on the petition filed on January 24, 2011, pursuant to 37 C.F.R. § 1.378(b) to reinstate the above-identified patent.

This petition pursuant to 37 C.F.R. § 1.378(b) is DISMISSED.

**Background**

The patent issued on March 5, 2002. The grace period for paying the 3½-year maintenance fee provided in 37 C.F.R. § 1.362(e) expired at midnight on March 5, 2006, with no payment received. Accordingly, the patent expired on March 5, 2006 at midnight.

Any petition to accept an unavoidably delayed payment of a maintenance fee filed under 37 C.F.R. § 1.378(b) must include:

- (1) the required maintenance fee set forth in 37 C.F.R. § 1.20 (e) through (g);
- (2) the surcharge set forth in 37 C.F.R. § 1.20(i)(1), and;
- (3) a showing that the delay was unavoidable since reasonable care was taken to ensure that the maintenance fee would be

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paid timely and that the petition was filed promptly after the patentee was notified of, or otherwise became aware of, the expiration of the patent - the showing must enumerate the steps taken to ensure timely payment of the maintenance fee, the date and the manner in which patentee became aware of the expiration of the patent, and the steps taken to file the petition promptly.

Both the surcharge associated with a petition to accept the late payment of a maintenance fee as unavoidable and the 3½ and 7½-year maintenance fees were submitted on January 24, 2011, along with a one-paragraph statement of facts. Petitioner has also included an overpayment in the amount of \$70. This \$70 will be refunded via the issuance of a Treasury Check in due course.

The first and second requirements of Rule 1.378(b) have been satisfied. The third requirement of Rule 1.378(b) has not been satisfied, as will be discussed below.

#### The standard

35 U.S.C. § 41(c)(1) states, *in pertinent part*:

The Director may accept the payment of any maintenance fee... after the six-month grace period if the delay<sup>1</sup> is shown to the satisfaction of the Director to have been unavoidable.

37 C.F.R. § 1.378(b)(3) is at issue in this case. Acceptance of a late maintenance fee under the unavoidable delay standard is considered under the same standard for reviving an abandoned application under 37 C.F.R. § 1.137(a). This is a very stringent standard. Decisions on reviving abandoned applications on the basis of "unavoidable" delay have adopted the reasonably prudent person standard in determining if the delay was unavoidable:

The word 'unavoidable' ... is applicable to ordinary human affairs, and requires no more or greater care or diligence than is generally used and observed by prudent and careful men in relation to their most important business.<sup>2</sup>

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<sup>1</sup> This delay includes the entire period between the due date for the fee and the filing of a grantable petition pursuant to 37 C.F.R. § 1.378(b).

<sup>2</sup> In re Mattullath, 38 App. D.C. 497, 514-15 (1912) (quoting Ex parte Pratt, 1887 Dec. Comm'r Pat. 31, 32-33 (1887)); see also Winkler v. Ladd, 221 F. Supp. 550, 552, 138 U.S.P.Q. 666, 167-68 (D.D.C. 1963), aff'd, 143 U.S.P.Q. 172 (D.C. Cir. 1963); Ex parte Henrich, 1913 Dec. Comm'r Pat. 139, 141 (1913).

In addition, decisions are made on a "case-by-case basis, taking all the facts and circumstances into account." Nonetheless, a petition cannot be granted where a petitioner has failed to meet his or her burden of establishing that the delay was "unavoidable."<sup>3</sup>

The burden of showing the cause of the delay is on the person seeking to revive the application.<sup>4</sup>

#### **Application of the standard to the current facts and circumstances**

Petitioner has explained that on June 1, 2010, he learned that this patent has expired for failure to submit the 3½ year maintenance fee, and has alleged that he "paid the patent fees and the maintenance fees in advance," and that the "Invention Submission Corporation's patent attorney" failed to tell him that the patent was expired when he paid said fees.

The period for paying the 3½-year maintenance fee without the surcharge extended from March 5, 2005 to September 4, 2005 and for paying with the surcharge from September 5, 2005 to March 5, 2006. Thus, the delay in paying the 7½-year maintenance fee extended from March 5, 2006 at midnight to the filing of this petition on January 24, 2011.

Patentee has provided an indication of the manner in which he became aware of the expiration of the patent.

The record does not contain a showing that the delay was unavoidable, as will now be pointed out.

First, the record does not contain an enumeration of the steps taken to ensure timely payment of the maintenance fee. An adequate showing that the delay in payment of the maintenance fees at issue was "unavoidable" within the meaning of 35 U.S.C. 41(c) and 37 CFR 1.378(b)(3) requires a showing of the steps taken to ensure the timely payment of the maintenance fees for this patent. Where the record fails to disclose that the patentee took reasonable steps to ensure timely payment of the maintenance fees, 35 U.S.C. § 41(c) and 37 C.F.R. § 1.378(b)(3)

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<sup>3</sup> Haines v. Quigg, 673 F. Supp. at 316-17, 5 U.S.P.Q.2d at 1131-32.

<sup>4</sup> Id.

preclude acceptance of the delayed payment of the maintenance fee under 37 CFR § 1.378(b).

The record is not clear on why these maintenance fees were not submitted to the Office. Petitioner has alleged that he paid the maintenance fees in advance. Petitioner has indicated:

"I contacted the U.S. Patent and Trademark Office and found out that my patent was in delinquent status due to my Maintenance Fees at all, which due to Invention Submission Corporation's patent attorney neglected to inform me of that fact when I paid the patent fees and the maintenance fees in advance."

The meaning of this sentence is unclear. What amount did he pay, when was this payment made, and to whom was this money tendered? Did Petitioner tender money to the Invention Submission Corporation, with the understanding that the Invention Submission Corporation would submit this money to the United States Patent Office in order to pay the maintenance fees? If so, which maintenance fees were the Invention Submission Corporation supposed to transmit to the Office, and when? Petitioner would be well advised to provide documentation which would substantiate any assertion that the Invention Submission Corporation was obligated to submit the 3½ and 7½ year maintenance fees on his behalf.

Moreover, Petitioner will note that a patent holder's reliance upon an attorney does not provide him with an absolute defense, but rather shifts the focus to whether the attorney acted reasonably and prudently.<sup>5</sup> It is well established that a patent holder is bound by any errors that may have been committed by his attorney.<sup>6</sup> Petitioner will need to establish that any alleged failure of the Invention Submission Corporation could not have been avoided with the exercise of due care. Whether an action by an attorney constituted a breach of the fiduciary duty of care is of no moment to the issue of whether the entire delay was unavoidable.<sup>7</sup>

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<sup>5</sup> California Medical Products v. Technol Med. Prod., 921 F. Supp. 1219, 1259 (D. Del. 1995).

<sup>6</sup> Smith v. Diamond, 209 U.S.P.Q. 1091, 1093 (D.D.C. 1981)(citing Link v. Wabash Railroad Co., 370 U.S. 626, 8 L. Ed. 2d 734 (1962)).

<sup>7</sup> See Haines v. Quigg, 5 USPQ2d 1130 (N.D. Ind. 1987)(the court, in affirming an Office decision denying revival of an application on the basis of unavoidable delay, stated: "If the attorney somehow breached his duty of care to plaintiff, then plaintiff may have certain other remedies available to him against his attorney. He cannot, however, ask the court to overlook [attorney's] action or inaction with regard to the patent application.")

Second, the record does not contain a description of the steps taken to file the petition promptly. Petitioner has indicated that he learned of the expiration of this patent on June 1, 2010 when he contacted the United States Patent and Trademark Office. Why was this petition not filed until more than seven months had passed?

### Conclusion

Any request for reconsideration of this decision must be filed within **TWO MONTHS** of the mailing date of this decision. Any such petition for reconsideration must be accompanied by the \$400 petition fee set forth in 37 C.F.R. § 1.17(h). After decision on the petition for reconsideration, no further reconsideration or review of the matter will be undertaken by the Commissioner. Accordingly, on request for reconsideration, it is extremely important that Petitioner supply any and all relevant information and documentation in order to meet his burden of showing unavoidable delay. This includes statements by all persons with direct knowledge of the cause of the delay, setting forth the facts as they know them. Petitioner must provide documentation and address the deficiencies noted above. If on request for reconsideration, the delayed payment of the maintenance fees is not accepted, then the maintenance fees are subject to refund following the decision on the petition for reconsideration, or after the expiration of the time for filing such a petition for reconsideration, if none is filed.

The reply should include a cover letter entitled "Renewed Petition pursuant to 37 C.F.R. § 1.378(e)". This is not a final agency action within the meaning of 5 U.S.C § 704.

Any response to this decision should indicate in a prominent manner that the attorney handling this matter is Paul Shanowski, and may be submitted by mail,<sup>8</sup> hand-delivery,<sup>9</sup> or facsimile.<sup>10</sup> Registered users of EFS-Web may alternatively submit a response to this decision via EFS-Web.<sup>11</sup>

The general phone number for the Office of Petitions which should be used for status requests is (571) 272-3282. Telephone

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<sup>8</sup> Mail Stop Petition, Commissioner for Patents, United States Patent and Trademark Office, P.O. Box 1450, Alexandria, VA, 22313-1450.

<sup>9</sup> Customer Window, Randolph Building, 401 Dulany Street, Alexandria, VA, 22314.

<sup>10</sup> (571) 273-8300 - please note this is a central facsimile number.

<sup>11</sup> <https://portal.uspto.gov/authenticate/authenticateuserlocalepf.html>

inquiries regarding this decision should be directed to the undersigned at (571) 272-3225. Inquiries pertaining to the submission of maintenance fees should be directed to the Maintenance Fee branch at 571-272-6500.

It is noted that the address listed on the petition differs from the address of record. The application file does not indicate a change of correspondence address has been filed in this case, although the address given on the petition differs from the address of record. If Petitioner desires to receive future correspondence regarding this patent, the change of correspondence address must be submitted. A courtesy copy of this decision will be mailed to the address which appears on the petition. However, all future correspondence will be directed to the address of record until such time as appropriate instructions are received to the contrary. Petitioner will not receive future correspondence related to this patent unless Change of Correspondence Address, Patent Form (PTO/SB/123) is submitted for the above-identified patent. For Petitioner's convenience, a blank Change of Correspondence Address, Patent Form (PTO/SB/123), may be found at <http://www.uspto.gov/web/forms/sb0123.pdf>.

If appropriate, a change of fee address (form PTO/SB/47) and a request for customer number (form PTO/SB/125) should be filed in accordance with Manual of Patent Examining Procedure, section 2540.

A blank fee address form may be found at <http://www.uspto.gov/web/forms/sb0047.pdf>.

/Paul Shanoski/  
Paul Shanoski  
Senior Attorney  
Office of Petitions

cc: Mark P. Pitell  
62054 Highland View Dr  
Joshua Tree, CA 92252

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MONTAS	yes	500.00	500.00
TINA	yes	500.00	500.00
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Olives		250.00?	3000.00
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TRAVIS			1000.00
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 David Gougen  
 Terry Lee

Receipt for Investment

I CARLYS + JODY KRUEGER providing \$ 500.00 as to assist in the payment for the Maintenance Fees due on the Snuffer system for U.S. Patent #6,352,121 B1.

- \*In case the Maintenance Fees are not accepted by the Commissioner for Patents and Mark Pitell's SNUFFER is not reinstated, the original investment amount of \$\_\_\_\_\_.00 will immediately be returned to the investing party after receiving the refusal from the U.S. Commissioner of Patents Office.
- \*If the Maintenance Fees are accepted, I, the original investor will not receive a return on my investment until the SNUFFER is sold, at which time, I, the investing party, will receive My Return Payment on the original investment. My Return Payment will be paid at 2% of the sale price.

This Contract is Entered into on (date) 1/8/11 between the Patent Holder, Mark Pitell (sign & date) Mark Pitell 1-8-11 and Investor (print name) CARLYS + JODY KRUEGER  
Investor (sign & date) [Signature] 1/8/11.

# Receipt for Investment

I C. Owens III providing \$ 250.00 as to assist in the payment for the Maintenance Fees due on the Snuffer system for U.S. Patent #6,352,121 B1.

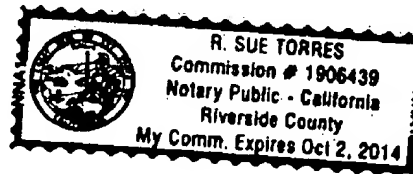
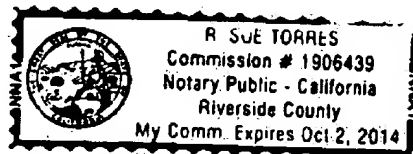
- \*In case the Maintenance Fees are not accepted by the Commissioner for Patents and Mark Pitell's SNUFFER is not reinstated, the original investment amount of \$ 250.00 will immediately be returned to the investing party after receiving the refusal from the U.S. Commissioner of Patents Office.
- \*If the Maintenance Fees are accepted, I, the original investor will not receive a return on my investment until the SNUFFER is sold, at which time, I, the investing party, will receive My Return Payment on the original investment. My Return Payment will be paid at 2% of the sale price.

This Contract is Entered into on (date) 01/07/11 between the Patent Holder, Mark Pitell (sign & date) Mark Pitell 12-17-10 and Investor (print name) Carterie Owens III  
Investor (sign & date) [Signature] 1/7/11

[Signature]

State of California, Riverside  
County of Riverside  
Subscribed and sworn to (or affirmed) before me  
on this 7 day of Jan, 2011  
by Carterie Owens III  
proved to me on the basis of satisfactory evidence  
to be the person(s) who appeared before me.  
Signature \_\_\_\_\_ (Seal)

R. Sue Torres



Receipt for Investment

I NIKOLAY MIRCHEV providing \$ 600.00 as to assist in the payment for the Maintenance Fees due on the Snuffer system for U.S. Patent #6,352,121 B1.

- \*In case the Maintenance Fees are not accepted by the Commissioner for Patents and Mark Pitell's SNUFFER is not reinstated, the original investment amount of \$ 600.00 will immediately be returned to the investing party after receiving the refusal from the U.S. Commissioner of Patents Office.
- \*If the Maintenance Fees are accepted, I, the original investor will not receive a return on my investment until the SNUFFER is sold, at which time, I, the investing party, will receive My Return Payment on the original investment. My Return Payment will be paid at 2% of the sale price.

This Contract is Entered into on (date) \_\_\_\_\_ between the Patent Holder, Mark Pitell (sign & date) Mark Pitell and Investor (print name) NIKOLAY MIRCHEV  
Investor (sign & date) [Signature] 1.13.11

Exhibit "V"